

<i>SERFF Tracking Number:</i>	<i>TPCI-125810902</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>PHL Variable Insurance Company</i>	<i>State Tracking Number:</i>	<i>40348</i>
<i>Company Tracking Number:</i>	<i>08JE</i>		
<i>TOI:</i>	<i>L06G Group Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06G.102 Joint (First to Die) - Flexible Premium</i>
<i>Product Name:</i>	<i>Joint Edge</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: PHL Variable Insurance Company

Product Name: Joint Edge

SERFF Tr Num: TPCI-125810902

State: ArkansasLH

TOI: L06G Group Life - Variable

SERFF Status: Closed

State Tr Num: 40348

Sub-TOI: L06G.102 Joint (First to Die) - FlexibleCo Tr Num: 08JE

State Status: Approved-Closed

Premium

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Peter Scavongelli, Scott

Disposition Date: 10/03/2008

Zweig, Joseph Bonfitto, Marilyn

Dolan, Elizabeth Wheeler, Barbara

Slater, Industry Support, James

Bronsdon, Kathleen Underwood

Date Submitted: 09/22/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Discretionary

Filing Status Changed: 10/03/2008

State Status Changed: 10/03/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Dear Mr. Musgrove:

We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, and positioning. These forms are new and are not intended to replace existing forms.

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<i>Product Name:</i>	<i>Joint Edge</i>		
<i>Project Name/Number:</i>	<i>/</i>		

The forms will be effective on the date of approval.

Master contract form 08JE – M, will be issued to eligible groups as authorized by the laws of your state, including qualifying financial institutions or the trustee(s) of a trust established or participated in by one or more such organizations. Qualifying financial institutions presently include banks and other depository institutions, mutual funds, issuers of credit cards, licensed broker/dealers, insurer-affiliated broker/dealers, and may be expanded to other qualifying entities. The group may be situated in any jurisdiction that permits this type of group and where we have received all necessary regulatory approvals.

The certificate, form 08JE – C, will be issued to customers of qualifying financial institutions. When the financial institution is situated in your state, the enclosed group annuity contract will be issued to the financial institution, and the enclosed certificate will be issued to its customers who are located in your state, as well as to group members located in other states that do not exercise extraterritorial jurisdiction.

When the group is situated in other states, certificates issued in that situs state will be issued to group members in your state.

Certificate Form 08JE - C is a Flexible Premium Joint Variable Universal Life Insurance Certificate. It will pay a death benefit when the first insured person dies. This certificate will use 2001 CSO Mortality Tables. The issue age range for this certificate as well as the minimum surrender values and reserves are specified in the enclosed actuarial memorandum.

Form JESP - 1 - C, the certificate schedule pages, will be used with form 08JE - C and set forth essential product information, such as fees and charges, contract minimums and maximums, interest rates and investment options. This submission, including charges and other values, is for specimen purposes only. Other scenarios, such as substandard, lump sum premium payments, election of riders, etc., may generate additional text information in the specifications and tables section of the certificate schedule pages (JESP- 1 - C). An actuarial memorandum is enclosed for this certificate form and includes further details regarding product features.

The Level Term Rider, form 08LTRJE - C, provides a benefit to the certificate owner by providing additional coverage to the base certificate. There are monthly charges for this rider.

The Survivor Insurance Purchase Option Rider, form 08SPOR - C, provides guaranteed insurability to the surviving insured(s) to purchase a new joint life certificate for a face amount no greater than the original certificate upon the first death. There are monthly charges for this rider.

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<i>TOI:</i>	<i>L06G Group Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06G.102 Joint (First to Die) - Flexible Premium</i>
<i>Product Name:</i>	<i>Joint Edge</i>		
<i>Project Name/Number:</i>	<i>/</i>		

The Joint Life Policy Exchange Option Rider, form 08JPEOR - C, permits the certificate owner to exchange the joint variable universal life certificate for single variable universal life certificates on each of the insureds, where the total face amount under the new certificates is no greater than that under the original joint life certificate. There is no charge for this rider.

The Overloan Protection Rider, form 06OLR-C, provides a feature that, if exercised by the participant, will allow the certificate to stay in force when substantial loans would otherwise cause the certificate to lapse. This rider will automatically attach to the certificate and be shown in the schedule pages. There is no charge for this rider unless the benefit that it provides is elected by the certificate holder.

The No Lapse Guarantee Rider, form 06NLGR-C, provides an alternate method of keeping the certificate in force if sufficient cumulative premiums have been paid. This rider will automatically attach to the certificate if the death benefit is option A at issue. This rider will not be part of the certificate, nor may it be elected later, if the death benefit is not option A at issue. There is no charge for this rider.

The Disability Benefit Rider, form 07DPR-C, provides that upon the total disability of the covered insured we will credit to the certificate on each monthly calculation date 1/12th of the rider's specified annual amount. The Annual Specified Amount is selected by the applicant for insurance, and is subject to our review and agreement. The monthly charge for this rider is shown in the Schedule Pages.

The Alternate Surrender Value Rider, form 07ASVR-C, provides an enhanced surrender benefit upon the surrender of the certificate. The monthly charge for this rider is shown in the Schedule Pages.

For a more detailed description including the issue age range for the enclosed riders please see the enclosed actuarial memorandum.

The above referenced riders may be offered with new issues of our life insurance certificates that have been previously and subsequently approved by your Department.

In addition to those riders included with this submission other riders, addendums, insert pages, and endorsements, including those subsequently approved, may also be made available with this certificate. When riders are elected, they will be referenced in the certificate schedule pages as will any table of charges associated with a rider unless such table appears in the rider itself.

The Multi Life Application for Certificate of Life Insurance, form OL4312G, has been designed for use with both Variable Life and Universal Life Insurance Certificates, such as the one included with this submission, and may be used with any

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<i>Product Name:</i>	<i>Joint Edge</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Universal Life Insurance or Variable Life Insurance Certificates that have been previously approved by your Department and any Universal Life Insurance or Variable Life Insurance Certificates that we develop in the future.

The Other Insured Supplement, form OL4313G, allows for the addition of an additional insured on a multiple life certificate. This form may be used with all of our current and future life insurance certificates that have been previously approved by your Department.

Text ordinarily bracketed appears in the schedule pages of the certificate and the rider forms. See the attached actuarial memorandum and Statement of Variability for a more complete description.

Flesch Test: We have not included any Flesch score or Readability Certificate for these forms as state readability requirements generally exempt insurance products filed as securities under Federal Securities Laws.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860/403-6308, by fax at (860) 403-7252 or by e-mail at joseph.bonfitto@phoenixwm.com.

Sincerely,

Joseph A. Bonfitto
Compliance Associate

Company and Contact

Filing Contact Information

Joseph Bonfitto, Compliance Associate	joseph.bonfitto@phoenixwm.com
One American Row	(860) 403-6308 [Phone]
Hartford, CT 06102	(860) 403-7252[FAX]

Filing Company Information

PHL Variable Insurance Company	CoCode: 93548	State of Domicile: Connecticut
One American Row	Group Code: 403	Company Type: Life Insurance and Annuities
Hartford, CT 06102	Group Name:	State ID Number:
(860) 403-5000 ext. [Phone]	FEIN Number: 06-1045829	

<i>SERFF Tracking Number:</i>	<i>TPCI-125810902</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Joint Edge</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	1 Master Policy @ \$50.00 1 Group Certificate @ \$50.00 7 Riders @ \$20.00 each 2 Applications @ \$20.00 Each
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	\$280.00	09/22/2008	22634401

SERFF Tracking Number:	TPCI-125810902	State:	Arkansas
Filing Company:	PHL Variable Insurance Company	State Tracking Number:	40348
Company Tracking Number:	08JE		
TOI:	L06G Group Life - Variable	Sub-TOI:	L06G.102 Joint (First to Die) - Flexible Premium
Product Name:	Joint Edge		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/03/2008	10/03/2008

<i>SERFF Tracking Number:</i>	<i>TPCI-125810902</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Joint Edge</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Disposition

Disposition Date: 10/03/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TPCI-125810902 State: Arkansas

Filing Company: PHL Variable Insurance Company State Tracking Number: 40348

Company Tracking Number: 08JE

TOI: L06G Group Life - Variable Sub-TOI: L06G.102 Joint (First to Die) - Flexible Premium

Product Name: Joint Edge

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Cover Letter		Yes
Form	Flexible Premium Joint Variable Universal Life Insurance Master Contract		Yes
Form	Flexible Premium Joint Variable Universal Life Insurance Certificate		Yes
Form	Flexible Premium Joint Variable Universal Life Insurance Schedule Pages		Yes
Form	Level Term Rider		Yes
Form	Survivor Insurance Purchase Option Rider		Yes
Form	Joint Life Policy Exchange Option Rider		Yes
Form	No lapse Guarantee Rider		Yes
Form	Overloan Protection Rider		Yes
Form	Alternate Surrender Value Rider		Yes
Form	Disability Benefit Rider		Yes
Form	Multi Life Application for Certificate of Life Insurance		Yes
Form	Other Insured Supplement		Yes

SERFF Tracking Number: TPCI-125810902 State: Arkansas

Filing Company: PHL Variable Insurance Company State Tracking Number: 40348

Company Tracking Number: 08JE

TOI: L06G Group Life - Variable Sub-TOI: L06G.102 Joint (First to Die) - Flexible Premium

Product Name: Joint Edge

Project Name/Number: /

Form Schedule

Lead Form Number: 08JE - C

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	08JE-M	Policy/Cont	Flexible Premium ract/Fratern al Universal Life Certificate Insurance Master Contract	Initial		0	08JE - M GROUP.pdf
	08JE-C	Certificate	Flexible Premium Joint Variable Universal Life Insurance Certificate	Initial		0	08JE Policy - C - Final - GROUP - AR.pdf
	JESP - 1-C	Schedule Pages	Flexible Premium Joint Variable Universal Life Insurance Schedule Pages	Initial		0	JESP-1 - C - Final.pdf
	08LTRJE-C	Policy/Cont	Level Term Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GROUP 08LTRJE - C - Level Term - AR.pdf
	08SPOR-C	Policy/Cont	Survivor Insurance ract/Fratern Purchase Option al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GROUP - 08SPOR - Purchase Option - FINAL.pdf

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08JPEOR-C	Policy/Cont Joint Life Policy ract/Fratern Exchange Option al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0	Group - 08JPEOR-C - Policy Exchange - FINAL.pdf
06NLGR-C	Policy/Cont No lapse Guarantee ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0	06NLGR-C Group No Lapse 2-6- 07.pdf
06OLR-C	Policy/Cont Overloan Protection ract/Fratern Rider al Certificate	Initial	0	06OLR-C Group Overloan protection rider 2.6.07.pdf
07ASVR-C	Policy/Cont Alternate Surrender ract/Fratern Value Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0	07ASVR - C - Group.pdf
07DPR-C	Policy/Cont Disability Benefit ract/Fratern Rider al Certificate: Amendmen	Initial	0	07DPR- C - Group - Disability Rider.pdf

SERFF Tracking Number:	TPCI-125810902	State:	Arkansas
Filing Company:	PHL Variable Insurance Company	State Tracking Number:	40348
Company Tracking Number:	08JE		
TOI:	L06G Group Life - Variable	Sub-TOI:	L06G.102 Joint (First to Die) - Flexible Premium
Product Name:	Joint Edge		
Project Name/Number:	/		

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Page,
Endorseme
nt or Rider

OL4312G	Policy/Cont Multi Life Application Initial ract/Fratern for Certificate of Life al Insurance Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0	OL 4312 Group John Doe 3-19- 08.pdf
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OL4313G	Policy/Cont Other Insured Initial ract/Fratern Supplement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0	OL 4313 Group John Doe 3-19- 08.pdf
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PHOENIX

PHL VARIABLE INSURANCE COMPANY

A Stock Company

CONTRACT NUMBER:	[0123456]
CONTRACT OWNER:	[ABC Company]
DATE:	[July 01, 2008]
STATE OF ISSUE:	[Rhode Island]
PLAN:	[08JE GROUP]

Dear Contract Owner,

This Contract is issued to the Contract Owner stated above. It is a legal contract between the Contract Owner and PHL Variable Insurance Company. The PHL Variable Insurance Company ("the Company") agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

For service or information on this Contract, contact Our Main Administrative Office at the following Address:

PHL Variable Insurance Company

[Variable and Universal Life Administration

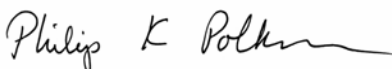
P.O. Box 8027

Boston, MA 02266-8027

Telephone (800) 541-0171]

This contract is delivered in the state named above and is subject to the laws of that jurisdiction. This contract takes effect at 12:01 a.m. on the Contract Date shown above.

Signed for PHL Variable Insurance Company at One American Row, Hartford, Connecticut 06115.

[]

[President]

[]

[Secretary]

Flexible Premium Joint Variable Universal Life Insurance Master Contract

Death Benefit Payable at First Death

Flexible Premiums are Payable Until the earlier of the First Death or the Age 121 Anniversary

Nonparticipating – not eligible for dividends

Benefits, premiums, and the Risk Classification are shown in Section 1 of the certificate.

TABLE OF CONTENTS

Section	Provision
1.	Eligibility
2.	Certificates
3.	Incorporation
4.	Schedule pages
5.	Termination

SECTION 1: ELIGIBILITY

A person who meets the group eligibility requirements may become a Certificate Owner upon our approval of a certificate application.

SECTION 2: CERTIFICATES

We will issue one certificate to each Certificate Owner. The certificate will state the terms, conditions, and benefits of coverage. We will provide certificates as required by state law in the state where the Contract is delivered.

SECTION 3: INCORPORATE

A sample certificate and any attachments attached hereto are made a part of this contract. Any provisions of this contract which are inconsistent with provisions of the certificate are superseded by the certificate provisions.

SECTION 4: SCHEDULE PAGES

The Schedule Pages of the certificate will be completed based upon the information contained in the certificate application and the terms of this contract.

SECTION 5: TERMINATION

This contract will terminate when no Certificate Owners are insured under any certificate issued under this contract.



Flexible Premium Joint Variable Universal Life Insurance Master Contract
Death Benefit Payable at First Death
Flexible Premiums are Payable Until the earlier of the First Death or the Age 121 Anniversary
Nonparticipating – not eligible for dividends
Benefits, premiums, and the Risk Classification are shown in Section 1 of the certificate.



PHOENIX

PHL VARIABLE INSURANCE COMPANY

A Stock Company

Certificate Number: [9730000]**Face Amount:** [\$500,000]**Issue Date:** [July 1, 2008]**Certificate Date:** [July 1, 2008]**Death Benefit:** [Option B]**Plan:** [Phoenix Joint Edge VUL]

The PHL Variable Insurance Company ("the Company") agrees, subject to the conditions and provisions of this Certificate, to pay the Death Benefit to the Beneficiary in a lump sum upon the First Death if such death occurs while the Certificate is in force, and to provide the other benefits, rights, and privileges of the Certificate. If the Company makes other plans of payment available other than a lump sum, then a Beneficiary may request written election of any such other plans in lieu of a lump sum. The Death Benefit will be payable on receipt at the Main Administrative Office of the Company of due proof of an Insured's death.

We are issuing the Certificate in consideration of the application and our receipt of the Minimum Initial Premium at our Main Administrative Office. The provisions of this Certificate and the following pages and any attachments make up your contract.

RIGHT TO RETURN THIS CERTIFICATE. This Certificate may be returned within [10/20] days after this Certificate is delivered to you for a refund of the Account value less Certificate Debt, if any; plus any Monthly Deductions, Withdrawal Fees and other charges made under this Certificate. The Account value and Certificate Debt will be determined as of the nearest business day on or following the date we receive the returned Certificate at our Main Administrative Office. This Certificate will be void from its beginning. You may return the Certificate by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.


Main Administrative Office

PHL Variable Insurance Company
[Variable and Universal Life Administration
P.O. Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at its Home Office [One American Row, Hartford, Connecticut 06103-2899].

[]

[President]

[]

[Secretary]

READ YOUR CERTIFICATE CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company

Flexible Premium Joint Variable Universal Life Insurance Certificate

Death Benefit Payable at First Death

Flexible Premiums are Payable Until the earlier of the First Death or the Age 121 Anniversary

Nonparticipating – not eligible for dividends

Benefits, premiums, and the Risk Classification are shown in Section 1

The Death Benefit and other values provided under this Certificate are based on the rates of interest credited on any amounts allocated to the Guaranteed Interest Account, Long-Term Guaranteed Interest Account and the investment experience of the Investment Options within our Separate Account to which your premiums are allocated. Thus, the Death Benefit and other values may increase or decrease in amount and duration. See Section 6 for a description of how the Death Benefit is determined.

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Section	Provision
1.	Schedule Pages
2.	Table of Rates
3.	Definitions
4.	Qualification as Life Insurance
5.	Face Amount
6.	Death Proceeds
7.	Coverage at and After Age 121 Anniversary
8.	Separate Account and Investment Options
9.	Guaranteed Interest Account and Long-Term Guaranteed Interest Account
10.	Account value
11.	Premiums
12.	Grace Period
13.	Certificate Termination
14.	Reinstatement
15.	Allocations and Transfers
16.	Loans
17.	Surrenders and Withdrawals
18.	Basis of Computations
19.	Owner(s) and Beneficiary(ies)
20.	Assignment
21.	Misstatements
22.	Suicide Exclusion
23.	Incontestability
24.	The Entire Contract
25.	Annual Statement
26.	Claims of Creditors
27.	Right to Defer Payment of Benefits

SECTION 3: DEFINITIONS

The term “**Age**” means, on any given date, the age of the person in question at his or her last birthday.

The term “**Age 121 Anniversary**” means the Certificate Anniversary following the oldest Insured's 121st birthday.

The term “**Attained Age**” on any date means the Age at issue plus the number of whole years that have elapsed since the Certificate Date.

The term “**business day**” means any day that we are open for business and the New York Stock Exchange is open for trading. The Unit value of an Investment Option will be determined at the end of each business day. We will deem each business day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

The term “**business period**” means the period in days from the end of one business day through the next business day.

The term “**Death Benefit Option C Increase Amount**” means premiums paid less total Gross Withdrawals. In no event will the Death Benefit Option C Increase Amount exceed the Maximum Death Benefit Option C Increase Amount as shown in Section 1, or be less than zero. This amount is only applicable if Death Benefit Option C is in effect.

The term “**due proof of death**” means a certified death certificate, an order of a court of competent jurisdiction, or any other proof acceptable to us.

The term “**Death Benefit**” is as defined in Section 6.

The term “**Face Amount**” is as defined in Section 5.

The term “**First Death**” means the death of the first of the Insureds to die. Unless you and we agree otherwise, if we are unable to determine on the basis of proofs of death furnished to us which of the Insureds was the first to die, and the order of deaths affects the amount of the death benefit payable under this Certificate, the deceased Insured whose death would produce the highest aggregate death proceeds payable under this Certificate, inclusive of any rider benefits, if any, will be considered to have been the first of the Insureds to die.

The term “**Gross Withdrawal**” means the amount deducted from the Account Value as a consequence of your request for a withdrawal.

The term “**Insureds**” means those persons named as Insureds in Section 1.

The term “**Investment Option**” refers to one of the subaccounts of the Separate Account to which non-loaned assets under this Certificate may be allocated.

The term “**in force**” means the Certificate is in effect and has not terminated or otherwise lapsed in accordance with the Grace Period provision.

The terms “**in writing**,” “**written notice**,” and “**written request**” mean a written form signed by you, satisfactory to us, and received at our Main Administrative Office or such other medium, electronic or otherwise, that we may from time to time make available.

The term “**Issue Date**” means the date from which the Suicide Exclusion and Incontestability provisions are applied.

The term “**Minimum Initial Premium**” means the minimum premium needed to put the Certificate in force and is shown in Section 1.

The term “**Monthly Calculation Date**” means the date on which Monthly Deductions are deducted from the Account value. The first Monthly Calculation Date is the Certificate Date. Subsequent Monthly Calculation Dates are the same days of each month thereafter or, if such day does not fall within a given month, the last day of that month will be used.

The term “**Net Account value**” equals the Account Value less the Certificate Debt.

The term “**Net Surrender Value**”, or the term “**Cash Surrender Value**” as it applies to any applicable riders, equals the Surrender Value less the Certificate Debt.

The term “**Net Withdrawal**” means the payment you will receive as a consequence of your request for a withdrawal, provided sufficient Account value is available. The Net Withdrawal is equal to the Gross Withdrawal, less any applicable Surrender Charges and Withdrawal Fee.

The term “**notice**” means that whenever we are required to give notice to you, it shall be deemed given if we mail it to you and, unless otherwise specified, to the assignee of record, if any, in a postage-paid envelope mailed by first class mail to the last known address of record from our Main Administrative Office. If we mutually agree, notice may also be provided by an electronic medium.

SECTION 3: DEFINITIONS (continued)

The term “**Oldest Insured**” means the person among the insureds listed in Section 1 who was born first.

The term “**Payment Date**” means the business day on which a premium payment or loan repayment is received at our Main Administrative Office, unless it is received after the close of the New York Stock Exchange in which case it will be the next business day.

The term “**Planned Premium**” means the premium that is selected in the application or as later changed by you for this Certificate that you intend to pay on a regular modal basis.

The term “**Certificate Anniversary**” means the same day and month of each year as the Certificate Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Certificate Charges**” means any charge we deduct under the Certificate but no greater than the Maximum Certificate Charges shown in Section 1.

The term “**Certificate Date**” means the date shown in Section 1. Certificate Charges are calculated from the Certificate Date. Certificate Years, Certificate Months, and Certificate Anniversaries are determined from the Certificate Date.

The term “**Certificate Debt**” means unpaid loans with accrued interest.

The term “**Certificate Month**” means the period from one Monthly Calculation Date up to, but not including, the next Monthly Calculation Date.

The term “**Account Value**” is the sum of the values in each Investment Option, the Long Term Guaranteed Interest Account and the Guaranteed Interest Accounts.

The term “**Certificate Year**” means, with respect to the first Certificate Year, the one-year period beginning on the Certificate Date up to, but not including, the first Certificate Anniversary. Each subsequent Certificate Year is the one-year period beginning on a Certificate Anniversary up to, but not including, the next Certificate Anniversary.

The term “**Surrender Charge**” means the Surrender Charges shown in Section 1.

The term “**Surrender Value**” means the Account Value less any applicable Surrender Charges.

The term “**Unit**” means a standard of measurement used to determine the share of this Certificate in the value of each Investment Option of the Separate Account.

The terms “**we**,” “**us**,” and “**our**” refer only to the Company.

The terms “**you**” and “**your**” refer only to the owner of this Certificate as defined in Section 19.

SECTION 4: Qualification as Life Insurance

The provisions of this Certificate are to be interpreted to ensure or maintain qualification as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of the Certificate to the contrary. We reserve the right to make any reasonable adjustments to the terms or conditions of this Certificate, including distributions from the Certificate to the extent we deem it necessary, if it becomes necessary to maintain qualification as life insurance. This provision should not be construed to guarantee that this Certificate will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. To ensure that the Certificate qualifies as life insurance one of the following tests will apply. The test you elected is shown in Section 1. Your election cannot be changed after issue. We reserve the right to refuse any premium payments that would cause the Certificate to fail the test you elected unless such amount is necessary to keep the Certificate in force.

Guideline Premium Limit

Under the Guideline Premium Limit test, the sum of the premiums paid less a portion of any Gross Withdrawal, as defined in the Code, may not exceed the greater of:

- The Guideline Single Premium (as determined for your Certificate); or
- The sum of the annual Guideline Level Premium to the date of the payment.

For policies issued with the Guideline Premium Test, the Guideline Single Premium and the Guideline Level Premium are shown in Section 1.

Cash Value Accumulation Test

Under this test, the net single premium for the future benefits of the Certificate must always be greater than the Account Value. The net single premium is that single amount that would provide for the cost of the Death Benefit and any applicable riders under this Certificate. We reserve the right to modify the death benefit percentages shown in Section 2, retroactively if necessary, to ensure or maintain qualification of this Certificate as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this Certificate to the contrary.

If at any time the premiums received under the Certificate exceed the amount allowable for such tax qualification, such excess amount shall be removed from the Certificate as of the date of its payment, together with interest thereon from such date, and any appropriate adjustment in the Death Benefit shall be made as of such date. This excess amount (plus or minus any interest) shall be refunded to you no later than 60 days after the end of the applicable Certificate Year. The amount to be taken from the Investment Options, the Long-Term Guaranteed Interest Account, and the Guaranteed Interest Account will be allocated in the same manner as provided for Monthly Deductions unless you request another allocation in writing. In no event, however, will we refuse to accept any premium necessary to prevent the Certificate from terminating.

SECTION 5: Face Amount

The initial Face Amount is chosen by you at issue and is shown in Section 1. The Face Amount is used in determining the Death Benefit under this Certificate and may be changed by you after the first Certificate Year or modified according to the terms of this Certificate.

Request for a Reduction of Face Amount

You may request a reduction in Face Amount at any time after the Reduction of Face Amount Date shown in Section 1, provided this Certificate is in force and if Death Benefit Option C is not in effect. Any reduction is subject to the Minimum Face Amount shown in Section 1. Any reduction in the Face Amount will be effective on the next Monthly Calculation Date after our approval.

Upon a reduction in Face Amount, a pro-rata Surrender Charge will be deducted from the Account Value based on the Certificate Year and amount of the reduction. During any Certificate Year, such pro-rata Surrender Charge will equal (a) multiplied by (b), where:

- (a) = the applicable Surrender Charge shown in Section 1 of the Certificate, less any pro-rata Surrender Charges deducted previously, and
- (b) = (i) divided by (ii), where:
 - (i) = the Face Amount decrease, and
 - (ii) = the Face Amount before the decrease.

SECTION 6: Death Proceeds

After the First Death and while the Certificate is in force, we will pay the Death Proceeds, as described below, upon receipt of due proof of death of the Insured, subject to any applicable provisions of the Certificate.

If the First Death occurs on or after the date we receive a written request at our Main Administrative Office from you to surrender the Certificate, no Death Proceeds will be paid. We will pay the amount payable under the Surrenders and Withdrawals provision instead.

The Death Proceeds are equal to:

- (a) the Death Benefit, as described below, in effect on the date of the First Death; plus
- (b) any insurance then in effect on the life of the first Insured to die that is provided by any additional benefit riders; less
- (c) any Certificate Debt then existing on this Certificate; less
- (d) any Monthly Deductions up to and including the Certificate Month of death not already made; plus
- (e) any premiums received by us after the last Monthly Calculation Date just prior to the date of the First Death which have not been applied to this Certificate.

If the First Death occurs during the Grace Period, the Death Proceeds payable, as described above, will be reduced by any outstanding Certificate Charges due as of the date of death.

We will pay interest on any Death Proceeds in a lump sum, in the event of an Insured's death at an interest rate as required by applicable state law. If the state does not specify the interest rate, we will use the rate for insurance benefits left on deposit with us.

Death Benefit

The Death Benefit under this Certificate will be determined under Option A, Option B, or Option C whichever is then in effect. Option C may be elected only at issue.

Option A: The Face Amount on the date of the First Death or, if greater, the Minimum Death Benefit as described below.

Option B: The Face Amount plus the Account Value on the date of the First Death or, if greater, the Minimum Death Benefit as described below.

Option C: The Face Amount plus the Death Benefit Option C Increase Amount on the date of the First Death or, if greater, the Minimum Death Benefit as described below.

Regardless of Death Benefit Option, withdrawals will cause a reduction in the Death Benefit as described in Section 17.

Minimum Death Benefit

The Minimum Death Benefit is equal to the Account Value on the date of the First Death multiplied by the applicable Minimum Death Benefit Percentage for the Attained Age of the Oldest Insured. The Minimum Death Benefit Percentages are shown in Section 2. To the extent that the Net Amount at Risk, as described in Section 10, associated with the Minimum Death Benefit that results from this calculation exceeds our guidelines and limitations that may be in effect, we reserve the right to:

- (a) distribute to you a portion of the Account Value such that the Net Amount at Risk associated with the resulting Minimum Death Benefit does not exceed our guidelines and limitations in effect; or
- (b) require evidence of insurability satisfactory to us if we should decide to accept the additional Net Amount at Risk.

Change in Death Benefit Option

While this Certificate is in force, at any time after the Death Benefit Option Change Date shown in Section 1 and prior to the Age 121 Anniversary you may request in writing to change the Death Benefit Option, subject to the Minimum Face Amount shown in Section 1. We will not require evidence of insurability for a change in Death Benefit Options. You are limited to one change in Death Benefit Option per Certificate Year. Any change is subject to the Minimum Face Amount shown in Section 1. Any change in Death Benefit Options will be effective on the first Monthly Calculation Date following the date we process your request. Only the following Death Benefit Option changes may be made, and are subject to the following conditions:

- Change from Option A to Option B: the Face Amount will be reduced by the Account Value.
- Change from Option B to Option A: the Face Amount will be increased by the Account Value.
- Change from Option C to Option A: the Face Amount will be increased by the Death Benefit Option C Increase Amount

Any change in Face Amount as a result of a Death Benefit Option change will not change the Surrender Charges for this Certificate.

SECTION 7: Coverage at and After Age 121 Anniversary

Coverage under this Certificate on or after the Age 121 Anniversary is subject to the conditions specified below.

Death Benefit

Death Benefit Option B and Death Benefit Option C will no longer be available after the Age 121 Anniversary. If Death Benefit Option B or Death Benefit Option C is in effect we will change to Death Benefit Option A on the Age 121 Anniversary. The Face Amount will not be increased by the Account Value nor will it be affected by the change in Death Benefit Option. The Death Benefit will be equal to the greater of (a) the Face Amount on the Date of the First Death, or (b) the Account Value on or after the Age 121 Anniversary.

We will continue to credit interest to the GIA and the LT-GIA.

Premiums and Monthly Deductions

We will cease to take Monthly Deductions specified in Section 1, and we will not accept any further premium payments unless such premium payments are necessary to keep the Certificate in force.

Certificate Debt and Default

The Loans provision and the Surrenders and Withdrawals provision will still be in effect. No Withdrawal Fee will be charged. The Certificate will go into default at any time the Certificate Debt exceeds the Account Value. Loan interest will continue to be charged if there is an outstanding loan on the Age 121 Anniversary.

Under federal tax law, this Certificate may not qualify as life insurance after the Insured's Age 121. It may be subject to adverse tax consequences and a tax advisor should be consulted before the Certificate holder chooses to continue this Certificate after the Insured's Age 121.

SECTION 8: Separate Account and Investment Options

Assets under this Certificate may be allocated to the Investment Options of the Separate Account, the Long-Term Guaranteed Interest Account, or the Guaranteed Interest Account.

Separate Account and Investment Options

The PHL Variable Insurance Company's Variable Universal Life Separate Account (VUL Account) is a Separate Account established by our Company under Connecticut Law and is registered as a unit investment trust under the Investment Company Act of 1940. The VUL Account contains various Investment Options that have different investment objectives.

All income, gains and losses, realized and unrealized, of the VUL Account are credited to or charged against the amounts placed in the VUL Account without reference to other income, gains and losses of our General Account. The assets of the VUL Account are owned solely by us and we are not a trustee with respect to such assets. These assets are not chargeable with liabilities arising out of any other business that we may conduct. The assets of the VUL Account will be valued at least as often as any Certificate benefits vary, but at least monthly.

We use the assets of the VUL Account to buy shares of the underlying fund(s) of this Certificate according to your most recent allocation instruction on file with us. The underlying fund(s) are registered under the Investment Company Act of 1940 as open-end, management investment companies. Assets of each Investment Option are invested in shares of the corresponding underlying fund Series.

No change will be made in the investment Certificate of any of the Investment Options of the Separate Account without approval of the appropriate insurance supervisory official of our domiciliary state of Connecticut. The approval process is on file with the Department of Insurance.

Addition, Deletion, or Substitution of Investments

We have the right, subject to compliance with applicable law, to add, delete, or substitute Investment Options of the Separate Account, combine the Separate Account into another Separate Account, transform the Separate Account into a mutual fund, and/or deregister the Separate Account under the Investment Company Act of 1940. We also reserve the right to eliminate the shares of any underlying fund(s) if they are no longer available for investment, or if we believe investing in any underlying fund(s) is no longer appropriate for the purposes of the Separate Account.

Share of Separate Account Investment Option Values

The share of this Certificate in the value of each Investment Option of the Separate Account on a business day is the Unit Value of that Investment Option on that date multiplied by the number of this Certificate's Units in that Investment Option after all transactions for the business period ending on that day have been processed. For any day which does not fall on a business day, the share of this Certificate in the value of each Investment Option of the Separate Account is determined using the number of Units on that day after all transactions for that day have been processed and the Unit Values on the next business day.

Units

The number of Units credited to each Investment Option of the Separate Account will be determined by dividing the net premium payment, Persistency Bonus or transfer amount applied to that Investment Option by the Unit Value of that Investment Option on the business day that the net premium payment is received at our Main Administrative Office.

Unit Value

The Unit Value of each Investment Option of the Separate Account was set up by us on the first business day of each such Investment Option. The Unit Value of an Investment Option of the Separate Account on any other business day is determined by multiplying the Unit Value of that Investment Option on the immediately preceding business day by the Net Investment Factor for that Investment Option for the then current business period. The Unit Value of each Investment Option of the Separate Account on a day other than a business day is the Unit Value on the next business day. Unit Values are carried to 6 decimal places. The Unit Value of each Investment Option of the Separate Account on a business day is determined at the end of that day.

Net Investment Factor

The Net Investment Factor for each Investment Option of the Separate Account is determined by the investment performance of the assets held by the Investment Option during the business period.

The Net Investment Factor is equal to the result of item (d) below subtracted from the result of dividing the sum of items (a) and (b) by item (c) as defined below.

- (a) The value of the assets in the Investment Option on the current business day, including accrued net investment income and realized and unrealized capital gains and losses, but excluding the net value of any transactions during the current business period.
- (b) The amount of any dividend (or, if applicable, any capital gain distribution) received by the Investment Option if the "ex-dividend" date for shares of the fund occurs during the current business period.
- (c) The value of the assets in the Investment Option as of the just prior business day, including net accrued net investment income and realized and unrealized capital gains and losses, and including the value of all transactions during the business period ending on that date.
- (d) The sum of the charge, if any, for taxes and reserves for taxes on investment income, and realized and unrealized capital gains multiplied by the number of days in the current business period.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The maximum Mortality and Expense Risk Charge is shown in Section 1.

We review the Mortality and Expense Risk Charge periodically, and we may re-determine the Mortality and Expense Risk Charge at such time on a basis that does not discriminate unfairly within any class of Insureds. Any change will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the charge.

SECTION 9: Guaranteed Interest Account and Long-Term Guaranteed Interest Account

Guaranteed Interest Account (GIA)

This Certificate also contains a Guaranteed Interest Account (GIA) to which premium payments may be allocated. The GIA is not part of the Separate Account. It is accounted for as part of our General Account. We reserve the right to limit cumulative premium payments and transfers to the non-loaned portion of the GIA during any one-week period to the GIA Weekly Transfer and Premium Limit shown in Section 1. We reserve the right to limit cumulative premium payments and transfers to the GIA to the GIA Yearly Transfer and Premium Limit shown in Section 1 over any 12-month period.

For amounts held under the non-loaned portion of the GIA, we will credit interest daily at such rates as we shall determine. Subsequent interest rates may be higher or lower than the initial interest rate, but in no event lower than the Guaranteed Interest Account Minimum Interest Rate shown in Section 1. At least periodically, we will set the interest rate that will apply to any premium allocation made to the GIA.

For amounts held under the loaned portion of the GIA, we will credit interest daily at an effective annual rate of interest equal to the Loan Interest Credited Rate shown in Section 1.

We will determine the credited interest rate based on our anticipation of future investment earnings, mortality, persistency, expense and administrative costs, and taxes. We may, in our sole discretion, change the interest rate. Any changes in the rate will apply to all policies and not discriminate unfairly within any class of insureds. Any change in rate will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the rates. The effective annual interest rate will never be less than the Guaranteed Interest Account Minimum Interest Rate shown in Section 1. Any interest credited in excess of that computed based upon the Guaranteed Interest Account Minimum Interest Rate is referred to as "excess interest."

We may credit different interest rates on loaned and unloaned portions of the Account value. The rate(s) in effect on a given date for unloaned amounts is referred to as the "current interest rate(s)." All interest rates are stated as effective annual rates. Interest will be compounded at least monthly to yield the effective annual rate.

We reserve the right to add other Guaranteed Interest Accounts subject to the extent and in the manner permitted by applicable law. Also, when required by law, we will obtain approval from any regulatory authority.

Under the Enhanced Dollar Cost Averaging Program (Enhanced DCA Program), We will credit additional interest on the balance of the first premium payment, including any 1035 exchange proceeds, remaining in the GIA provided it is allocated to the GIA for monthly transfer under the Dollar Cost Averaging (DCA) Program. The rate at which we pay additional interest under the Enhanced DCA Program will be guaranteed for a period commencing with the termination of the Right To Return This Certificate period and ending at the completion of the first Certificate Year. The DCA Program period chosen must not exceed 12 months from the end of the Right To Return This Certificate period.

When the Enhanced DCA Program is in effect, the amount you allocate to this program, less any applicable premium deductions, will be allocated to a money market subaccount until the termination of the Right To Return This Certificate period. Upon termination of the Right To Return This Certificate period, the amount you allocated to the Enhanced DCA Program, net of any Certificate Charges and money market subaccounts returns, will be transferred to the GIA and we will begin crediting additional interest on the balance under the Enhanced DCA Program.

The initial transfer under the Enhanced DCA Program will occur automatically on the Monthly Calculation Day that coincides with or immediately follows the termination of the Right To Return This Certificate period.

If you terminate the Enhanced DCA Program while there is an existing balance, the amount remaining under the Enhanced DCA Program will be allocated according to your most recent premium allocation schedule.

We reserve the right to limit the amount allocated to the Enhanced DCA Program to \$250,000.

There are transfer restrictions on the GIA. For additional information regarding these restrictions please see Section 15.

Long-Term Guaranteed Interest Account (LT-GIA)

This Certificate also contains a Long Term Guaranteed Interest Account (LT-GIA) to which premium payments may be allocated. The LT-GIA is not part of the Separate Account. It is accounted for as part of our General Account. We reserve the right to limit cumulative premium payments and transfers to the LT-GIA during any one-week period to the LT - GIA Weekly Transfer and Premium Limit shown in Section 1 and to the LT-GIA Yearly Transfer and Premium Limit shown in Section 1 over any 12-month period.

For amounts held under the LT-GIA, We will determine the credited interest rate based on our anticipation of future investment earnings, mortality, persistency, expense and administrative costs, and taxes. We may, in our sole discretion, change the interest rate. Any changes in the rate will apply to all policies and not discriminate unfairly within any class of insureds. Any change in rate will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the rates. The effective annual interest rate will never be less than the Long Term Guaranteed Interest Account Minimum Interest Rate shown in Section 1. Any interest credited in excess of that computed based upon the Long Term Guaranteed Interest Account Minimum Interest Rate is referred to as "excess interest."

There are transfer restrictions on the LT - GIA. For additional information regarding these restrictions please see Section 15.

SECTION 10: Account value

Account Value

The Account Value is the sum of this Certificate's share in the value of each Investment Option of the Separate Account, the Guaranteed Interest Account, and the Long-Term Guaranteed Interest Account.

Net Premiums Added

When we receive your premium payments at our Main Administrative Office, we deduct a Premium Expense Charge which will not exceed the amount shown in Section 1, and add the balance remaining (the Net Premium) to your Account Value. We will do this before we take any other deductions due on that business day.

We will not deduct a Premium Expense Charge until the date the Certificate takes effect, and the balance remaining will be your Account Value from which deductions will be taken and to which any subsequent Net Premiums will be added.

Investment allocation of the initial premium payment and any subsequent premium payments will be in accordance with the Allocations provision of Section 15.

Monthly Deductions

Each Monthly Deduction is due and will be taken from the Account Value as of the Certificate Date and as of each applicable Monthly Calculation Date. Monthly Deductions are calculated from the Certificate Date. If, at your request, we set the Certificate Date to a date which precedes the date on which we receive the initial premium, Monthly Deductions due for the period prior to receipt of the initial premium will be taken on the later of the date we receive the initial premium and the date our underwriters approve issuance of this Certificate.

Monthly Deductions will be taken from this Certificate's Investment Options, the LT-GIA, or the GIA, exclusive of the loaned portion of the Guaranteed Interest Account on a proportionate basis. You may, however, request that Monthly Deductions not be taken from certain specified Investment Options, the LT-GIA, or the GIA. Such a request may later be changed by notifying us in writing, but only with respect to future Monthly Deductions. In the event you do not have sufficient funds in the Investment Options, the LT-GIA, or the GIA to permit the full Monthly Deduction, the remainder will be taken on a proportionate basis from each of the other Investment Options, the LT-GIA, or the GIA exclusive of the loaned portion of the GIA. The number of Units deducted from each Investment Option of the Separate Account will be determined by dividing the portion of the Monthly Deduction allocated to each such Investment Option by the Unit Value of that Investment Option on the Monthly Calculation Date.

Monthly Deductions are due until the Age 121 Anniversary, at which time we will cease to take any further Monthly Deductions as described in Section 7.

The Monthly Deduction for any Certificate Month that will be deducted from your Account Value consists of charges (a) through (f) listed below, each of which will be deducted in the order as listed, where:

- (a) is the Administrative Charge;
- (b) is the Coverage Charge;
- (c) is the sum of the charges for riders which are part of the Certificate, if any;
- (d) is the sum of all charges for any applicable Additional Ratings shown in Section 1;
- (e) is the Cost of Insurance Charge, as described below; and
- (f) is the Mortality and Expense Risk Charge as described in Section 8 .

Cost of Insurance Charge

The rates for the Cost of Insurance Charge as of the Certificate Date are based on the sex, if applicable, Age, Risk Classification, Death Benefit Option , Face Amount, Net Amount at Risk, applicable rider values and duration that the coverage has been in force for the Insureds.

The Cost of Insurance Charge for a specific Certificate Month is the charge for the Net Amount at Risk, including riders that are part of the contract, if any. The charge for the Net Amount at Risk is an amount equal to the per dollar Cost of Insurance rate for that month multiplied by the Net Amount at Risk, and such rates will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Rates at any Age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To determine the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which we are at risk.

The Cost of Insurance calculation will reflect any adjustment for the Minimum Death Benefit.

We review our Cost of Insurance rates periodically, and may re-determine Cost of Insurance rates at such time on a basis that does not discriminate unfairly within any class of Insureds. Any change in rates will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the rates.

Net Amount at Risk

The Net Amount at Risk is the amount determined by subtracting (a) from the greater of (b) or (c) where:

- (a) is the Account Value at the end of the immediately preceding business day, less all charges due on the Monthly Calculation Date;
- (b) if Death Benefit Option A is in effect, is the Face Amount; or
if Death Benefit Option B is in effect, is the Face Amount plus the Account Value; or
if Death Benefit Option C is in effect, is the Face Amount plus the Death Benefit Option C Increase Amount; and
- (c) is the amount defined in (a), multiplied by the applicable Minimum Death Benefit Percentage shown in Section 2.

Persistency Bonus

We may include a Persistency Bonus for policies that remain in force on and after the Persistency Bonus Start Date shown in Section 1. If there is a Persistency Bonus, it will be applied on each Monthly Calculation Date after the Persistency Bonus Start Date and before the Monthly Deduction is taken. The Persistency Bonus that may be applied to your Certificate is determined by multiplying the non-loaned portion of the Account Value by the Persistency Bonus Percentage shown in Section 1. This Persistency Bonus is not guaranteed.

SECTION 11: Premiums

The Minimum Initial Premium is shown in Section 1. Insurance under this Certificate will take effect once our underwriters approve issuance of this Certificate and the conditions specified in the application form have been satisfied, including our receipt of at least the Minimum Initial Premium. All of the Insureds must be alive when the Minimum Initial Premium is paid.

We will process any premium payment subject to the life insurance qualification test shown in Section 1 unless one of the following exceptions applies:

- (i) we will process a payment received prior to the Certificate Date as if received on the Certificate Date.
- (ii) we will process the portion of any premium payment for which we require evidence of each Insured's continued insurability on the first business day after we have received such evidence and found it satisfactory to us.

Premium Expense Charges, as shown in Section 1, will be deducted from any premiums received by us. If the initial premium is received by us after the Certificate Date then it will be reduced by the amount necessary to cover any past unpaid Monthly Deductions. If the Minimum Initial Premium is received by us at our Main Administrative Office after the Certificate Date, then it will also be reduced by the amount necessary to cover any past unpaid Monthly Deductions described below. In addition, payments received by us during a grace period will also be reduced by the amount needed to cover any Monthly Deductions during the grace period.

You may pay premiums until the Age 121 Anniversary, at which time the Monthly Deductions cease and no further premiums may then be paid.

The premiums, net of the Premium Expense Charges, will be applied on the Payment Date, or based upon any alternate instructions from you, subject to our approval. The premiums will be allocated to the various Investment Options, the Long-Term Guaranteed Interest Account and the Guaranteed Interest Account based on the premium allocation schedule. You may change the allocation schedule for premium payments by written request.

If, however, our receipt of any premium payment (or portion thereof) would cause the Certificate to not qualify as a "life insurance contract" under the federal income tax laws, we will not process such payment (or portion thereof). In addition, absent any written instructions from you, we will process premium payments in a manner in which they will not result in adverse tax consequences.

Subject to these limitations, as described above, you may pay additional premiums at any time prior to the Age 121 Anniversary and while this Certificate is in force. Maximum premium payments are subject to the Maximum Annual Premium shown in Section 1. You may request a receipt signed by one of our executive officers. All premiums are payable at our Main Administrative Office.

If any premium payment results in an increase in the Death Benefit by more than it would increase the Account Value, then we will either refund the premium or require evidence of insurability satisfactory to us. To the extent of any increase in Death Benefit that requires such evidence, the Incontestability and Suicide Exclusion provisions will apply. We may limit the number and amount of premium payments in any Certificate Year. The minimum premium payment that we will accept as well as the maximum amount that we will accept in any Certificate Year is shown in Section 1.

We may limit the number and amount of premium payments in any Certificate Year. The minimum premium payment that we will accept is as shown in Section 1, or if during the Grace Period, the amount needed to prevent lapse of this Certificate. We reserve the right to reduce or increase the limit.

Continuation of Insurance Upon Discontinuance of Premium Payments

If you discontinue paying premiums, we will continue taking the Monthly Deductions from your Account value. Your insurance coverage will continue subject to the Grace Period, and Certificate Termination provisions in Sections 12 and 13.

SECTION 12: Grace Period

This Certificate and any riders will go into default if, on any Monthly Calculation Date, the required Monthly Deductions exceed the Net Account Value. A Grace Period of 61 days from the date the Certificate goes into default will be allowed for the payment of additional premiums. Such additional premium payments must be sufficient to increase the Net Account Value on that Monthly Calculation Date to cover three Monthly Deductions.

In addition, if the Certificate Debt is greater than the Maximum Loan Value a grace period of 61 days will be allowed for the payment of an amount necessary to reduce the total Certificate Debt to an amount less than or equal to the Maximum Loan Value.

Any premiums paid will be used, after assessment of Premium Expense Charges, to pay for any unpaid Monthly Deductions.

At least 31 days prior to termination of coverage, we will send notice to your last known address, specifying the amount you must pay to bring the Certificate out of default. If we have notice of a Certificate assignment on file at our Main Administrative Office, we will also mail a copy to the assignee on record of the notice of the amount due. If the necessary additional premium payments have not been received by the end of the grace period, the Certificate will terminate. Upon termination of the Certificate, the remaining Net Surrender Value, if any, will be paid to the Owner. If the First Death occurs while the Certificate is in default, then we will deduct from the proceeds all Monthly Deductions due and unpaid as of the date of the First Death. Unless a rider provides otherwise, no riders will be in effect after the Certificate terminates.

SECTION 13: Certificate Termination

This Certificate will terminate automatically on the earliest of:

- (1) the date of the First Death;
- (2) the date the grace period expires without the payment of sufficient premium as provided in Section 12;
- (3) the date the Certificate is surrendered for its Net Surrender Value.

SECTION 14: Reinstatement

If this Certificate terminates in accordance with the Grace Period provision, you may reinstate this Certificate while the Insureds are alive within three years from the date the Certificate goes into default, as specified in Section 12. The Certificate cannot be reinstated if it has been surrendered for its Net Surrender Value. It also cannot be reinstated if the date of reinstatement is on or after the Age 121 Anniversary. We will not approve a request for reinstatement until we receive at our Main Administrative Office all of the following:

- (1) a written request for reinstatement;
- (2) evidence of insurability satisfactory to us;
- (3) payment or reinstatement of any Certificate Debt as of the date of termination, if applicable, including loan interest at the Loan Interest Rate that has accrued between the date of termination and the date of reinstatement;
- (4) the return of the remaining Net Surrender Value, if any, as described in Section 12; and
- (5) payment of the Reinstatement Premium. The Reinstatement Premium equals the amount that is required to bring the Certificate out of default immediately prior to reinstatement, plus three Monthly Deductions.

Requirements (2) through (4) must be satisfied within 60 days after the date we receive a written request for reinstatement.

If we approve your request,

- (1) the reinstatement date will be the Monthly Calculation Date following the date we receive the required payment at our Main Administrative Office;
- (2) any Surrender Charge will be reinstated to the amount it was at the date of default;
- (3) the remaining Surrender Charge Schedule, if any, will be the same as on the date of default; and
- (4) the Account Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Account Value on the date the Certificate terminated.

SECTION 15: Allocations and Transfers

Allocations

We process Net Premiums as described in Section 11. Any premiums received prior to the date the Certificate takes effect, as described in Section 11, will be allocated not later than the date we issue the Certificate in accordance with the allocation instructions then on file with us. If, however, the Certificate was issued in a return of premium state, as specified on the cover page of this Certificate, premiums received prior to the date the Certificate takes effect will be allocated to the money market investment account during the Right to Return This Certificate period. The amount in the money market investment account will be allocated in accordance with your allocation instructions on file with us on the first business day following the end of the Right to Return This Certificate period.

Initial allocation instructions are elected in your application for this Certificate. You may elect to change your allocation instructions at any time. A change may be elected by written request or by telephone or internet notification if a currently valid written authorization to make changes in this manner is on file with us. A change will be effective as of the end of the business day on which we receive notice satisfactory to us. Instructions to us must express allocation percentages as greater than or equal to zero, and less than or equal to 100%, and the sum of the allocation percentages must equal 100%. Allocation percentages must be whole numbers.

We have the right to impose a limit on the number and frequency of such changes and to set minimum and maximum percentages that may be allocated to any Investment Option, the GIA or the LT - GIA.

Transfers

Instructions may be given to us at any time while the Certificate is in force to transfer portions of your Account Value among one or more of the Investment Options, the LT-GIA, and the non-loaned portion of the GIA. Transfers may be made by written request or by telephone or internet notification if a currently valid written authorization to make changes in this manner is on file with us. You may make up to 12 transfers per Certificate Year from the Investment Options except as provided below. If additional transfers are requested, we have the right to prohibit such transfers or impose a Transfer Charge, not to exceed the maximum Transfer Charge, shown in Section 1. You may make only one transfer per Certificate Year from the non-loaned portion of the GIA unless the Dollar Cost Averaging (DCA) Program or Asset Rebalancing Program is elected. Any such charge will be deducted from the Investment Options, the LT-GIA, or the GIA from which the amounts are to be transferred with each such Investment Option, the LT-GIA, or non-loaned portion of the GIA bearing a pro-rata share of the Transfer Charge. The value of the Investment Option will be the value on the date of transfer.

We have the right to require that a period of at least 6 months have elapsed between transfers from the non-loaned portion of the GIA. Except as otherwise provided under the DCA Program, the amount that may be transferred from the non-loaned portion of the GIA at any one time cannot exceed the higher of \$1,000 or 25% of the value of the non-loaned portion of the GIA.

Under the Dollar Cost Averaging Program (DCA Program), premium payments may be transferred automatically among the Investment Options or the GIA on a monthly, quarterly, semi-annual, or annual basis subject to the minimums in Section 1. You must have an initial value of \$2,000 in the non-loaned portion of the GIA or the Investment Option from which funds will be transferred. We will provide you with notice if we make any changes in this requirement. Funds may be transferred from only one Investment Option or the non-loaned portion of the GIA, but may be allocated to multiple Investment Options, the LT-GIA, and the non-loaned portion of the GIA. We will provide you with notice if we make any changes in this requirement. Under the DCA Program, you may transfer approximately equal amounts of premium payments from the non-loaned portion of the GIA over a minimum 6-month period. Unless we make other programs available, amounts transferred into the GIA are not eligible for the DCA Program.

Under the Asset Rebalancing Program, funds are transferred automatically among the Investment Options on a monthly, quarterly, semi-annual, or annual basis to maintain the allocation percentage elected by you.

Unless we agree otherwise the Asset Rebalancing and the DCA Programs may not be in effect at the same time.

Transfers made under the DCA Program or Asset Rebalancing Program will be processed on the next business day following your request for the month that applies. If the value in the Investment Option or non-loaned portion of the GIA is below the amount to be transferred, then the entire remaining balance will be transferred and your participation in the DCA or Asset Rebalancing Programs will be terminated. You may also terminate your participation in the DCA or Asset Rebalancing Programs at any time by sending a written request to us. You must send a written request to us to start another DCA or Asset Rebalancing Program.

The amount that may be transferred from the LT-GIA at any time cannot exceed the greatest of \$1,000, 10% of the value of the LT-GIA, and the amount transferred from the LT-GIA in the prior Certificate Year. Only one transfer is permitted per Certificate Year from the LT-GIA. Transfers from the LT-GIA are not permitted under the DCA Program. Transfers to or from the LT - GIA are not permitted under the Asset Rebalancing Program.

At any time during the first eighteen months from the Certificate Date, you may elect to transfer all assets held in the Investment Options to the non-loaned portion of the Guaranteed Interest Account. No charge will be made for any such transfer, regardless of the number of transfers previously made.

We reserve the right, in our sole and absolute discretion, to temporarily or permanently modify or terminate transfer privileges, or reject any specific order from anyone including the owner, market-timing organization, or individual, or other party authorized to give transfer orders whose transactions would constitute Disruptive Trading as determined by us or an underlying fund company. Disruptive Trading includes but is not limited to, frequent purchases, redemptions and transfers, transfers into and out of an Investment Option in a short period of time, and transfers of large amounts at one time. In addition to restricting or terminating transfer privileges we also reserve the right to limit the dollar amount and frequency of transfers, impose redemption fees on short-term trading, restrict the method of making transfers, and to require a holding period for some Investment Options. We also reserve the right to not accept batch transfer instructions from anyone acting under powers of attorney for multiple owners, unless we have entered into a third-party transfer service agreement. Such transfer limitations could be applied to transfers to or from some or all of the Accounts. These limitations, individually or in aggregate, may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other owners. Any termination, restriction or limitation on transfer privileges will be administered in a uniform non-discriminatory manner. If we reject a transfer for any of these reasons, we will notify you of our decision in writing.

We do not include transfers made pursuant to the DCA or Asset Rebalancing Program when applying our Disruptive Trading Certificate.

SECTION 16: Loans

While this Certificate is in force, and sufficient loan value is available, a loan may be obtained by written request. Each loan must be for at least the Minimum Loan Amount shown in Section 1. To obtain a loan, we may require a loan agreement from you, since the Certificate is the only security for the loan. We may defer loans as provided by law or as provided in Section 27. Loans may not be made if the Certificate is in the grace period as described in Section 12.

Maximum Loan Value

The Maximum Loan Value is shown in Section 1.

Available Loan Value

The available loan value on any date is an amount equal to the Maximum Loan Value less Certificate Debt. In no event will the Maximum Loan Value exceed the current Account Value less any applicable Surrender Charge.

The amount of the loan will be added to the loaned portion of the GIA and subtracted from this Certificate's share of the Investment Options, the LT-GIA, and the GIA based on the allocation you request at the time of the loan. The total reduction will equal the amount added to the loaned portion of the GIA. Unless we agree otherwise, allocations to each Investment Option, the LT-GIA, and GIA must be expressed in whole percentages. If no allocation request is made, the amount subtracted from the share of each Investment Option, the LT-GIA, and the GIA will be determined in the same manner as provided for Monthly Deductions.

Loan Interest Charged

Loan interest will accrue on a daily basis from the date of the loan, and is payable in arrears.

Loans will bear interest at the applicable rate shown in Section 1. We will increase the applicable Loan Interest Credited Rate at any time it is determined that the rate being charged would cause a loan to be taxable under any applicable ruling, regulation, or court decision. Loan interest will be payable on each Certificate Anniversary and on the date the loan is settled. In the event that you do not pay the loan interest charged in a Certificate Year, such amount will be added to the Certificate Debt on the Certificate Anniversary.

All interest rates are stated as effective annual rates. Interest will be compounded at least monthly to yield the effective annual rate.

Loan Repayment

You may repay the Certificate Debt in whole or in part at any time prior to the First Death and while the Certificate is in force. However, subject to any rider, endorsement, or other provisions, while a loan exists, we will treat any amounts you pay as premiums, unless you request in writing that they be treated as loan repayments. We will first deduct from such payments the amount of accrued interest on loans and then deduct the amount specified as a loan repayment before applying any balance remaining as a premium payment.

Repayment, in excess of any outstanding accrued loan interest, will be applied to reduce the loaned portion of the GIA. The amount applied will be transferred first to the LT-GIA, if applicable, and then to the non-loaned portion of the GIA to the extent that loaned amounts taken from such accounts have not previously been repaid. Otherwise, such balance will be transferred among the GIA, LT-GIA, or Investment Options you request upon repayment and, if no allocation request is made, we will use your most recent premium allocation schedule on file with us. Any Certificate Debt repayment received by us during a grace period as described in Section 12 will be reduced to cover any overdue Monthly Deductions and only the balance will be applied to reduce the Certificate Debt. Such balance will also be applied to reduce the loaned portion of the GIA.

SECTION 17: Surrenders and Withdrawals

Surrender of the Certificate

You may surrender this Certificate upon written request for its Net Surrender Value at any time prior to the First Death. We will determine the Net Surrender Value as of the end of the business day on which we have received at our Main Administrative Office your written request for surrender of the Certificate. We will process the request and pay the Net Surrender Value only if we have not received due proof that the date of the First Death was prior to the Surrender Date. After we receive your written request to surrender the Certificate, no insurance will be in force. If you surrender the Certificate, request a decrease in Face Amount, make a withdrawal, or if the Certificate terminates due to default during the Surrender Charge Period, we will deduct a Surrender Charge, as shown in Section 1, from your Account Value. The Surrender Charge Period, begins on the Certificate Date and is also shown in Section 1.

Withdrawals

Once per Certificate Month, after the Withdrawal Date shown in Section 1 and while the Insureds are living, you may request a withdrawal of part of the Net Surrender Value, if available. An amount equal to the Gross Withdrawal, will be deducted from the Account Value. Withdrawals are subject to the following conditions:

1. each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
2. after the Gross Withdrawal, the remaining Net Surrender Value must be greater than zero; and
3. a withdrawal will not be permitted which would reduce the Minimum Face Amount below the amount shown in Section 1.

We have the right to require that the entire balance of an Investment Option, the LT-GIA, or the GIA be withdrawn if the share of this Certificate in the value of that Investment Option, the LT-GIA, or the GIA would, immediately after a withdrawal, be less than \$500.

We will process the Gross Withdrawal, thereby reducing the Account Value, as of the end of the business day on which we receive your written request.

When a Gross Withdrawal is made, the Account Value will be reduced by the sum of the following:

1. the withdrawal amount paid. This amount comes from a reduction in this Certificate's share in the value of each Investment Option, the LT-GIA and the GIA based on the allocation you request at the time of the withdrawal. If no allocation request is made, the assessment to each Investment Option, the LT-GIA, and the GIA will be made in the same manner as provided for Monthly Deductions.
2. the Withdrawal Fee as shown in Section 1. The assessment to each Investment Option, the LT-GIA, and the GIA will be made in the same manner as provided for the withdrawal amount paid.
3. a pro-rata Surrender Charge. This charge in any Certificate Year will equal (a) multiplied by (b), where:
 - (a) = the applicable Surrender Charge shown in the Schedule Pages, less any pro-rata Surrender Charges deducted previously, and
 - (b) = (i) divided by (ii), where:
 - (i) = the withdrawal amount, and
 - (ii) = the Account Value minus the value specified in (a) above.

This amount is assessed against the Investment Options, the LT-GIA, and the GIA in the same manner as provided for the withdrawal amount paid.

If Death Benefit Option A is in effect on the date of the Gross Withdrawal, such Gross Withdrawal will reduce the Face Amount dollar for dollar. If, however, the Death Benefit in effect on the date of the Gross Withdrawal is equal to the Minimum Death Benefit, the Gross Withdrawals on such date will first reduce the Death Benefit by the amount withdrawn multiplied by the applicable Minimum Death Benefit Percentage (shown in Section 2) until the Death Benefit is equal to the Face Amount. Such excess withdrawal amount will then reduce the Face Amount dollar for dollar. Your Death Benefit will continue to be determined in accordance with Section 6 based upon the revised Face Amount.

If Death Benefit Option B is in effect at the time of the Gross Withdrawal, the amount of the Gross Withdrawal will be deducted from the Account Value. The Face Amount does not change.

If Death Benefit Option C is in effect at the time of the Gross Withdrawal, the amount of the Gross Withdrawal will be deducted from the Face Amount but only once cumulative withdrawals taken are greater than the cumulative premiums paid.

Any benefits provided are not less than that required by law of the state where this Certificate was delivered. We may defer payment of Surrender Values as provided by law or as provided in Section 27.

SECTION 18: Basis of Computations

All of the values under this Certificate are equal to or more than the minimums required on the Certificate Date by the state in which this Certificate was delivered or issued for delivery. The method of computation of the values under this Certificate has been filed as may be required with the Insurance Department of the state in which this Certificate was delivered or issued for delivery. For further details please see Section 2.

SECTION 19: Owner(s) and Beneficiary(ies)

The Insureds are the owners of this Certificate, unless otherwise provided in the application or if ownership is changed by later transfer of ownership. If, however, you are offered consideration by a third party to transfer ownership of your Certificate or any interest in your Certificate, including a collateral or absolute assignment to such third party, no transfer of ownership shall take effect unless we or one of our affiliated companies first have the right to also offer consideration for your Certificate. We will require information satisfactory to us that is necessary for us to determine the amount of such consideration we will offer for your Certificate.

While the Insureds are living, the owners may exercise all rights provided by this Certificate or allowed by us. Consent of any Beneficiary not irrevocably named or any contingent owner is not required. If there is no surviving Beneficiary upon the First Death, you will be the Beneficiary, but if you were the Insured, your estate will be the Beneficiary. If you are not one of the Insureds and you die before any of the Insureds, ownership rights in this Certificate will pass to the successor owner if one has been named, except that if more than one owner is designated, this Certificate would remain with the surviving joint owners until death of the survivors unless otherwise provided. If more than one person is named as the owner of the Certificate, we will act only on requests made by all owners, unless we and the owners agree otherwise.

Unless otherwise stated in the application or as later changed, any death proceeds that become payable will be paid in equal shares to such Beneficiaries living on the date of the First Death as stated in the application or as later changed. Payments will be made successively in the following order:

- (a) primary Beneficiaries;
- (b) contingent Beneficiaries, if any, provided no primary Beneficiary is living on the date of the First Death;
- (c) you, or if not living, your executor or administrator, provided no primary or contingent Beneficiary is living on the date of the First Death, or in the absence of a Beneficiary designation.

Unless otherwise stated, the relationship of a Beneficiary is the relationship to the Insureds. You may change the Beneficiary by written notice filed with us at our Main Administrative Office. When we receive it, the change will take effect as of the date it was signed by you. However, the change will be subject to any payments made or actions taken by us before we received the notice at our Main Administrative Office.

SECTION 20: Assignment

Except as otherwise provided in this Certificate, you may by written notice assign any interest in this Certificate without the consent of any person, other than an irrevocable Beneficiary. The assignment or a certified copy of it must be filed with us at our Main Administrative Office. When filed, it will bind us as of the date of the assignment, subject to any action taken by us before such filing. We shall not be responsible for the validity or sufficiency of any assignment. The interest of the assignee shall be prior to the interest of any Beneficiary not irrevocably named or any contingent owner. An assignee cannot change the Beneficiary, owner, or contingent owner.

SECTION 21: Misstatements

If the Age or sex of any of the Insureds has been misstated, we will, if necessary, adjust the Face Amount and every other benefit to that which would have been purchased at the correct Age or sex by the most recent Cost of Insurance Charge deducted under Section 10.

SECTION 22: Suicide Exclusion

If any of the Insureds, whether sane or insane, dies by suicide within two years from the Issue Date, and while the Certificate is in force, our liability shall be limited to an amount equal to the premiums paid on this Certificate, less any Certificate Debt owed us, and less any withdrawals.

SECTION 23: Incontestability

This Certificate shall be incontestable after it has been in force during the Insureds' lifetimes for two years from the Issue Date, except for fraud, or any provision for reinstatement or Certificate change requiring evidence of insurability. In the case of reinstatement or any Certificate change requiring evidence of insurability, the incontestable period shall be two years from the effective date of such reinstatement or Certificate change. Any premium payment which we accept subject to insurability, and any increase in the Death Benefit resulting from such payment, and any increase in death benefit that is subject to evidence of insurability, shall be considered a Certificate change for purposes of this Section. While insurance is contestable, we may either rescind the insurance or deny a claim on the basis of:

1. a misstatement in the application or supplemental application for this Certificate or any Face Amount increase; or
2. a misstatement in the reinstatement application if there has been a reinstatement of this Certificate.

If we successfully contest the validity of all or a portion of the Face Amount provided under this Certificate, the amount we pay with respect to the contested amount will be limited to the higher of a return of any paid premium required by us for the contested Face Amount or the sum of any Monthly Deductions made under this Certificate for the contested Face Amount.

SECTION 24: The Entire Contract

The written application for the Certificate is attached at issue. This Certificate, including the Schedule Pages (and any supplements or changes thereto), any riders, amendments, endorsements, and the application for it (and any supplemental applications) constitute the entire contract between you and us. However, additional written requests or applications for Certificate changes or acceptance of excess payment may be submitted to us after issue and such additional requests may become part of the Certificate.

We rely on all statements made by or for the Insureds in the written application. Each statement made in an application will, in the absence of fraud, be deemed a representation and not a warranty. No statement will be used to void this Certificate or in defense of a claim under this Certificate unless:

1. it is contained in the application or in a supplemental application; and
2. a copy of that application is attached to this Certificate when issued or made a part of this Certificate when changes become effective.

Any change in the provisions of the Certificate, including modifying the Certificate, waiving any of its conditions, or making an agreement for the Company, to be in effect, must be in writing and signed by one of our executive officers and countersigned by our registrar or one of our executive officers. We have the right to correct any clerical errors in this Certificate, or in our administration of the Certificate.

We reserve the right to make any change to the provisions of this Certificate to comply with, or give you the benefit of, any federal or state statute, rule or regulation, including but not limited to requirements for life insurance policies under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which the Certificate is delivered.

SECTION 25: Annual Statement

Within 30 days after each Certificate Anniversary, we will send you, without charge, a report for each Certificate Year which includes:

1. the current Account Value, Death Benefit, Face Amount and Surrender Value;
2. any withdrawals, premiums paid, interest credited and charges made during the year;
3. any Certificate Debt and new loans and loan repayments made during the year; and
4. any other information required by the insurance supervisory official of the state in which this Certificate was delivered.

We will provide you, on written request, a projection of illustrative future benefits and values under your Certificate. We will provide one report annually without charge. For additional reports you request, we have the right to charge a reasonable service fee, not to exceed \$50. We may limit the number of such projections in any Certificate Year.

SECTION 26: Claims of Creditors

The proceeds and any income payments under this Certificate shall not be subject to the claims of creditors and shall be exempt from legal process, levy or attachment to the extent allowed by law. These proceeds and payments may not be assigned or withdrawn before becoming payable without our agreement.

SECTION 27: Right to Defer Payment of Benefits

We reserve the right to defer payment of Net Surrender Values, withdrawals, Certificate loans, transfers and the payment of any Death Benefit in excess of the Face Amount for any period during which:

- (a) the New York Stock Exchange (Exchange) is closed for trading (other than customary week-end and holiday closings), or trading on the Exchange is otherwise restricted;
- (b) an emergency exists as defined by the Securities and Exchange Commission (SEC), or the SEC requires that trading be restricted; or
- (c) the SEC permits a delay for the protection of Certificate holders.

We also reserve the right to postpone payments, including loans, for up to 6 months from the date of request if such payments are based on values that do not depend on the investment performance of the Investment Options.

In addition, we may deny transfers under the circumstances stated in (a), (b) and (c) above, and in the Allocations and Transfers section.



**Flexible Premium Joint Variable Universal Life Insurance Certificate
Death Benefit Payable at First Death**

**Flexible Premiums are Payable Until the earlier of the First Death or the Age 121 Anniversary
Nonparticipating – not eligible for dividends**

Benefits, premiums, and the Risk Classification are shown in Section 1

The Death Benefit and other values provided under this Certificate are based on the rates of interest credited on any amounts allocated to the Guaranteed Interest Account, Long-Term Guaranteed Interest Account and the investment experience of the Investment Options within our Separate Account to which your premiums are allocated. Thus, the Death Benefit and other values may increase or decrease in amount and duration. See Section 6 for a description of how the Death Benefit is determined.

SECTION 1: SCHEDULE PAGES

CERTIFICATE NUMBER: [9730000]

Insureds

Insured	Age at Certificate Date	Sex	Risk Classification	Additional Ratings
[John M. Phoenix]	[35]	[Male]	[Preferred]	[not applicable]
[Mary A. Phoenix]	[35]	[Female]	[Preferred]	[not applicable]

Basic Information

Owner, Beneficiary: As designated in the application or subsequently changed
Certificate Date: [July 1, 2008]
Issue Date: [July 1, 2008]
Death Benefit Option: [Option B]
Life Insurance Qualification Test: [Guideline Premium Test]
Face Amount: \$ [243,169]

Premiums

Premium Mode: [Annual]
Minimum Initial Premium: \$ [2,500.00]
Planned Premium: \$ [2,700.00 per year]
[Guideline Single Premium: \$ [100,000.00]]
[Guideline Level Premium: \$ [10,000.00]]

Notice: This Certificate provides life insurance coverage for the lifetime of the Insureds if sufficient premiums are paid. **Even if the Planned Premiums shown above are paid as scheduled, they may not be sufficient to continue the Certificate in force until the First Death.** Coverage may expire if sufficient premiums are not paid. Keeping the Certificate and coverage in force will be affected by factors such as: changes in the current cost of insurance rates; changes in expense charges; the amount, timing and frequency of premium payments; the interest rate being credited to the GIA and LT-GIA; the investment experience of the Investment Options; changes to the Death Benefit Option; changes in the Face Amount; loan activity; withdrawals, and deductions for any applicable supplementary benefit riders that are attached to, and made a part of, this Certificate. Also refer to the Grace Period and Certificate Termination provisions in Sections 12 and 13.

SECTION 1: SCHEDULE PAGES (continued)

CERTIFICATE NUMBER: [9730000]

Maximum Certificate Charges**Deductions from Premium Payments**

Premium Expense Charge [8%] of premium paid in all Certificate years.

Monthly Deductions (the following charges are deducted monthly from the Account Value on each Monthly Calculation Date)

Administrative Charge: [\$10.00]

Cost of Insurance Charge: Determined in accordance with Section 10. Maximum monthly rates per \$1,000 of Net Amount at Risk are shown in Section 2.

Mortality and Expense Risk Charge: 0.04167% of the non-loaned separate account value for years 1-20
0.02500% of the non-loaned separate account value for years 21+

Coverage Charge: [\$92.08] per month for the first 120 Certificate Months

[Rider Charges: As described in Section 1 under Rider Information]

Other Deductions

Withdrawal Fee: [\$25.00] per withdrawal

Transfer Charge: [\$0] for first 12 (Excluding Auto Rebalance), guaranteed not to exceed [\$25] per transfer.

Surrender Charge:

<u>CERTIFICATE YEAR</u>	<u>SURRENDER CHARGE</u>
[1	\$14,815.00
2	\$14,515.00
3	\$14,214.00
4	\$13,912.00
5	\$13,609.00
6	\$13,305.00
7	\$13,001.00
8	\$12,697.00
9	\$12,392.00
10	\$12,087.00
11+	\$0]

SECTION 1: SCHEDULE PAGES (continued)

CERTIFICATE NUMBER: [9730000]

Premium Allocation

Fidelity VIP Growth Opportunities Portfolio	14%
Fidelity VIP Investment Grade Bond Portfolio	16%
Lord Abbett Growth and Income Portfolio	14%
Neuberger Berman AMT Guardian Portfolio	6%
Oppenheimer Main Street Small-Cap Fund/VA	6%
Phoenix-Aberdeen International Series	14%
Phoenix-Duff & Phelps Real Estate Securities Series	4%
Phoenix Money Market Series	4%
Phoenix Multi-Sector Fixed Income Series	11%
Phoenix-Sanford Bernstein Mid-Cap Value Series	4%
PIMCO CommodityRealReturn Strategy Portfolio	4%
Wanger International Small Cap	3%]

[Rider Information]

<u>[Rider Description</u>	<u>Rider Issue Date</u>	<u>Benefit Amount</u>	<u>Rider Expiry Date</u>	<u>Rider Charge]</u>
[08SPOR - C – Survivor Insurance Purchase Option	7/1/2008	\$0	None	\$6.67 per Certificate Month
08LTRJE - C – Level Term	7/1/2008	\$250,000	None	See Rider
07ASVR - C – Alternate Surrender Value	7/1/2008	N/A	7/1/2014	\$18.28 per Certificate Month
06NLGR - C - No Lapse Guarantee	7/1/2008	N/A	7/1/2028	N/A
06OLR - C - Overloan Protection	7/1/2008	N/A	None	[3.5%] of Account Value upon exercise
08JPEOR - C – Joint Life Certificate Exchange Option	7/1/2008	N/A	None	N/A
07DPR - C - Disability Payment of Specified Premium	7/1/2008	\$2,000	See Rider	\$57.00 per Certificate Month]

SECTION 1: SCHEDULE PAGES (continued)

CERTIFICATE NUMBER: [9730000]

Table of Values

Refer to your Certificate provisions for details on the terms and values shown in this table.

Minimum Face Amount:	[\$ 100,000]
Minimum Face Amount Decrease:	[\$25,000]
Minimum Premium Payment:	[\$25]
Maximum Annual Premium:	[\$ 1,000,000]
Guaranteed Interest Account Minimum Interest Rate:	[3%]
GIA Weekly Transfer and Premium Limit:	[\$250,000]
GIA Yearly Transfer and Premium Limit:	[\$1,000,000]
Long Term Guaranteed Interest Account Minimum Interest Rate:	[3%]
LT - GIA Weekly Transfer and Premium Limit:	[\$250,000]
LT - GIA Yearly Transfer and Premium Limit:	[\$1,000,000]
Minimum Loan Amount:	[\$500]
Loan Interest Credited Rate:	[3%]
Loan Interest Rate:	not to exceed [4%]
Maximum Loan Value:	[100%] of the Surrender Value
Withdrawal Date:	[Certificate Year 2]
Minimum Withdrawal Amount:	[\$500]
Persistency Bonus Start Date:	[Certificate Year 21]
Persistency Bonus Percentage:	[.20%]
Death Benefit Option Change Date:	[Certificate Year 2]
Maximum Death Benefit Option C Increase Amount:	[\$1,250,000]
Reduction of Face Amount Date:	[Certificate Year 2]
Minimum DCA Transfer Amounts:	
Monthly:	[\$25]
Quarterly:	[\$75]
Semi-Annual:	[\$150]
Annual:	[\$300]

SECTION 2: TABLE OF RATES

CERTIFICATE NUMBER: [9730000]

MINIMUM DEATH BENEFIT PERCENTAGES & MAXIMUM MONTHLY COST OF INSURANCE RATE TABLE

<u>Attained</u> <u>Age</u>	<u>Minimum Death</u> <u>Benefit</u> <u>Percentage</u>	<u>Maximum Monthly</u> <u>Rates per 1,000 of</u> <u>Net Amount at Risk*</u>	<u>Attained</u> <u>Age</u>	<u>Minimum Death</u> <u>Benefit</u> <u>Percentage</u>	<u>Maximum Monthly</u> <u>Rates per 1,000 of</u> <u>Net Amount at Risk*</u>
[35	250%	0.1866	68	117%	3.1744
36	250%	0.1982	69	116%	3.4457
37	250%	0.2107	70	115%	3.7557
38	250%	0.2240	71	113%	4.1237
39	250%	0.2373	72	111%	4.5413
40	250%	0.2548	73	109%	4.9853
41	243%	0.2748	74	107%	5.4645
42	236%	0.2981	75	105%	5.9889
43	229%	0.3264	76	105%	6.5702
44	222%	0.3588	77	105%	7.2303
45	215%	0.3937	78	105%	7.9762
46	209%	0.4320	79	105%	8.8011
47	203%	0.4685	80	105%	9.7511
48	197%	0.5042	81	105%	10.8241
49	191%	0.5466	82	105%	11.9476
50	185%	0.5948	83	105%	13.146
51	178%	0.6537	84	105%	14.4666
52	171%	0.7226	85	105%	15.8713
53	164%	0.7998	86	105%	17.4391
54	157%	0.8885	87	105%	19.2019
55	150%	0.9871	88	105%	21.0434
56	146%	1.0939	89	105%	22.9017
57	142%	1.1990	90	105%	24.5305
58	138%	1.3049	91	104%	26.1062
59	134%	1.4206	92	103%	28.0276
60	130%	1.5544	93	102%	30.2488
61	128%	1.7096	94	101%	32.7444
62	126%	1.8844	95	100%	35.2846
63	124%	2.0723	96	100%	37.7103
64	122%	2.2714	97	100%	39.6918
65	120%	2.4802	98	100%	41.3318
66	119%	2.6969	99	100%	43.4852
67	118%	2.9280	100	100%	45.7826

Basis of Calculations: 2001 Commissioners' Standard Ordinary, Smoker Composite, Ultimate Mortality Table (Age Last Birthday), for all of the Insureds' sex and Age, and 3% effective annual interest rate.

If this Certificate is issued on a unisex basis, we will use the 2001 Commissioners' Standard Ordinary Mortality Smoker Composite, 80% Male Ultimate Table (Age Last Birthday) for all of the Insureds' Age and 3% effective annual interest rate. If this Certificate is issued on a unisex basis any reference to the Insured's sex in this Certificate is deleted.

*The Maximum Monthly Cost of Insurance Rates above apply to both tobacco and non-tobacco Risk Classifications.

SECTION 2: TABLE OF RATES (continued)

POLICY NUMBER: [9730000]

MINIMUM DEATH BENEFIT PERCENTAGES & MAXIMUM MONTHLY COST OF INSURANCE RATE TABLE

<u>Attained</u> <u>Age</u>	<u>Minimum Death</u> <u>Benefit</u> <u>Percentage</u>	<u>Maximum Monthly</u> <u>Rates per 1,000 of Net</u> <u>Amount at Risk*</u>	<u>Attained</u> <u>Age</u>	<u>Minimum Death</u> <u>Benefit</u> <u>Percentage</u>	<u>Maximum Monthly</u> <u>Rates per 1,000 of</u> <u>Net Amount at Risk*</u>
101	100%	47.9757	111	100%	71.7862
102	100%	50.2781	112	100%	73.7187
103	100%	52.6847	113	100%	75.5459
104	100%	55.1784	114	100%	77.4092
105	100%	57.7064	115	100%	79.0206
106	100%	60.2107	116	100%	80.4371
107	100%	62.6713	117	100%	81.6300
108	100%	65.0770	118	100%	82.5043
109	100%	67.4337	119	100%	83.0879
110	100%	69.6878	120	100%	83.3333
			121+	100%	0.0000]

Basis of Calculations: 2001 Commissioners' Standard Ordinary, Smoker Composite, Ultimate Mortality Table (Age Last Birthday), for all of the Insureds' sex and Age, and 3% effective annual interest rate.

If this policy is issued on a unisex basis, we will use the 2001 Commissioners' Standard Ordinary Mortality Smoker Composite, 80% Male Ultimate Table (Age Last Birthday) for all of the Insureds' Age and 3% effective annual interest rate. If this policy is issued on a unisex basis any reference to the Insured's sex in this policy is deleted.

*The Maximum Monthly Cost of Insurance Rates above apply to both tobacco and non-tobacco Risk Classifications.



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LEVEL TERM RIDER

This rider is a part of the certificate to which it is attached in consideration of the application and the Rider Charge as shown on the Schedule Pages of the certificate. This rider is effective on the Rider Issue Date. Except as stated in this rider, it is subject to all of the provisions of the certificate.

RIDER SPECIFICATIONS

Certificate Number:	[9730000]
Insured(s):	[John M. Doe]
Rider Issue Date:	[April 1, 2008]
Level Term Amount:	[\$500,000]
Maximum Level Term Face Amount:	[\$2,000,000.]
Minimum Level Term Face Amount:	[\$100,000]
Maximum Level Term Coverage Charge:	[\$111.25] per month
Maximum Level Term Cost of Insurance Charge:	Maximum monthly rates per \$1,000 of Net Amount at Risk are shown in Section 2 of the certificate.

Rider Benefit

This optional benefit rider provides an additional insurance amount which is level term life insurance. On receiving due proof of death and while this benefit is in force, we will pay the Level Term Amount, shown in the Rider Specifications, to the same beneficiary and in the same manner as the proceeds payable under your certificate

Reduction of the Face Amount

If you request a reduction in the Face Amount or if there is a reduction in the Face Amount as the result of a Death Benefit Option change, the reduction will be implemented by first reducing the Face Amount of the certificate unless you request in writing that the Level Term Amount be reduced first. Any such decrease will be effective on the Monthly Calculation Date following our receipt of your request.

Monthly Deductions

The Monthly Deduction for this rider for any Certificate Month, that will be deducted from your Account Value, consists of the Level Term Coverage Charge and the Cost of Insurance charge as described below. The Level Term Coverage Charge will not exceed the Maximum Level Term Coverage Charge shown in the Rider Specifications.

Cost of Insurance

The rates for the Cost of Insurance Charge are based on the sex, Age, Risk Classification, Face Amount, Level Term Amount and duration that the coverage has been in force for the Insured.

We will review our cost of insurance rates for this rider on the same basis and frequency as we do for the cost of insurance rates for the certificate to which it is attached.

Misstatements

If the Age or sex of the Insured has been misstated, we will adjust the Level Term Amount to that which would have been purchased at the correct Age or sex by the most recent Cost of Insurance Charge.

Suicide Exclusion

If the Insured, whether sane or insane, dies by suicide within two years from the Rider Issue Date and while the rider is in force, our liability shall be limited to the Monthly Deductions made for this rider.

Incontestability

This rider shall be incontestable after it has been in force during the Insured's lifetime for two years from the Rider Issue Date except for fraud, or any provision for reinstatement or rider change requiring evidence of insurability. In the case of reinstatement the incontestable period shall be two years from the effective date of such reinstatement.

While insurance is contestable, we may either rescind the insurance or deny a claim on the basis of:

1. a misstatement in the application or supplemental application for the certificate; or
2. a misstatement in the reinstatement application if there has been a reinstatement of this rider.

Reinstatement

If the certificate terminates in accordance with the Grace Period provision in the certificate, and it is reinstated in accordance with the reinstatement provision of the certificate, you may reinstate this rider at that same time. The Level Term Amount of this rider once it is reinstated will be equal to the Level Term Amount of this rider on the date of termination.

Monthly Rider Charge

The monthly charge for coverage under this rider is included in and part of the monthly deduction for the certificate. It is deducted on each Monthly Calculation Date until coverage under this rider terminates.

No Lapse Guarantee


If a No Lapse Guarantee is included with your certificate it will apply to this benefit.

Termination of this Rider

This rider and all rights provided under it will terminate upon the earliest of the following dates:

1. the date we receive your written request to cancel this rider;
2. the date a requested decrease reduces the Level Term Amount to below the Minimum Level Term Face Amount; and
3. the date the certificate terminates.

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[Secretary]



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SURVIVOR INSURANCE PURCHASE OPTION RIDER

This rider is a part of the certificate to which it is attached in consideration of the application and the Rider Charge as shown on the Schedule Pages of the certificate. This rider is effective on the Rider Issue Date. Except as stated in this rider, it is subject to all of the provisions of the certificate.

RIDER SPECIFICATIONS

Certificate Number: [9730000]
Insured(s): [John M. Doe]
Rider Issue Date: [April 1, 2008]

Definitions

Interim Death Benefit

The Interim Death Benefit is the death benefit provided by this rider when an Insured dies during a period of 90 days after the Purchase Option Date and before a new certificate has been issued under this rider. This Interim Death Benefit will be equal to the same death benefit as provided under the certificate including such additional rider death benefits on the life of that Insured as were in effect under the certificate on the Purchase Option Date.

Purchase Option Date

The Purchase Option Date is the date of the First Death provided that such death did not involve a Simultaneous Death of Insureds under the certificate.

The Surviving Insured(s)

The Surviving Insured(s) are the Insured(s) that are living at the date of the First Death provided that such death did not involve a Simultaneous Death of Insureds under the certificate.

Supplemental Death Benefit

The Supplemental Death Benefit is equal to the death benefit of the certificate plus the highest remaining rider death benefit for the deceased Insured, if any, not paid as part of the Simultaneous Death Benefit.

Simultaneous Death

For the purposes of this rider the term Simultaneous Death means that more than one Insured died under the certificate and we are unable to determine on the basis of the proofs of death furnished to us which of the Insureds was the first to die.

You (Your)

The owner of this certificate, as continued to be administered, following the death of the Insured(s), in accordance with the ownership provisions of this certificate for the limited purpose of permitting your exercise of such ownership rights as are provided under this purchase option rider.

General

The Purchase Option

No later than 90 days after the Purchase Option date and prior to a Simultaneous Death, you may purchase a new certificate(ies) without evidence of insurability on the life of any or all Surviving Insured(s). The amount of insurance of any new certificate(ies) is subject to the face amount limits of such new certificate(ies), and is limited to the face amount of the original certificate plus any term insurance coverage provided by rider, for the Surviving Insured(s) under the original certificate on the Purchase

Option Date. The term insurance amount, if any, will be provided by the same rider form as under the original certificate unless such rider form is not available under the new certificate(ies), in which case, we may in our sole discretion provide the rider coverage under a different rider form.

How to Exercise the Purchase Option

To exercise the purchase option, you must file a written application with us and pay us the first full premium for such additional insurance. The application and premium must be received by us at our Main Administrative Office:

- a. while the Surviving Insured(s) to be covered under the new certificate are alive; and
- b. no later than 90 days after the Purchase Option Date.

Benefit Payable Upon Simultaneous Death

In the event of a Simultaneous Death, we will pay the Simultaneous Death Benefit, which is equal to the death benefit of the certificate plus the single highest rider death benefit for the deceased Insured, plus the Supplemental Death Benefit. Once this Simultaneous Death Benefit is paid, no further purchase options, Interim Insurance Coverage, or other benefits will be provided under this rider, and this rider will terminate without any further value.

Interim Insurance Coverage

In the event that an Insured under this certificate dies within 90 days after the Purchase Option Date and before coverage begins under a new certificate, we will pay a single Interim Death Benefit, as described above, under this rider. If more than one Surviving Insured dies during the 90 day period, payment under this rider will be limited to a single payment based on the first of such Surviving Insureds to die. If we are unable to determine on the basis of proofs of death furnished to us which of the Surviving Insureds died first, we will pay the highest death benefit amount payable under the certificate due to the death of any Surviving Insured. Once the Interim Death Benefit is paid no further benefits will be payable under this rider and this rider will terminate without any further value.

The New Certificate

Premiums under the new certificate will be at our then current rates for the same Risk Classification(s) as under this certificate or, if that Risk Classification is not available for the new certificate, the most comparable Risk Classification available for the Surviving Insured(s) to be covered under the new certificate. The new certificate will be any permanent life insurance plan that we or our affiliate companies make available at the time the option is exercised if only one Surviving Insured is to be provided additional insurance coverage, or any joint permanent life insurance plan that we or our affiliate companies make available at the time the option is exercised if more than one Insured is to be provided additional insurance coverage. If you would like, and we agree, we will substitute another certificate form in use by us at the time the option is exercised.

The new certificate will be subject to any limitations of risk contained in this certificate. It will not, however, be subject to any assignments or liens against this certificate. The limit on our right to contest the validity of the new certificate will operate from the Rider Issue Date.

If this certificate contains a Disability Rider on a Surviving Insured to be covered under the new certificate, the new certificate will contain the rider for that Insured, whether or not the Insured is totally disabled as defined in that rider. If the Insured is totally disabled under the rider when the purchase option is exercised, we will waive any requirement of that rider that the disability occur after the new certificate took effect.

Except to the extent as provided above, our consent will be required for the new certificate to include any other disability or any accidental death benefits.

This rider terminates when the Purchase Option is exercised. In order for a new Survivor Purchase Option Rider to be issued with the new certificate you must apply for the rider and submit evidence of the Surviving Insured(s) insurability that is satisfactory to us.

Monthly Rider Charges

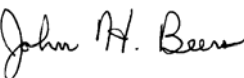
The monthly charges for coverage provided under this rider are included in and are part of the Monthly Deduction for the certificate. They are deducted on each Monthly Calculation Date until coverage under this rider terminates.

Termination of this Rider

This rider will terminate on the earliest of:

- a. Simultaneous Death under the certificate;
- b. the death of a Surviving Insured(s);
- c. 90 days after the Purchase Option Date;
- d. lapse or surrender of the certificate;
- e. the date the Purchase Option is exercised;
- f. the Rider Expiry Date as shown on the certificate's Schedule Page; or
- g. our receipt on any Monthly Calculation Date of your written request, along with the certificate, to cancel coverage under this rider.

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[Secretary]



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VARIABLE JOINT LIFE CERTIFICATE EXCHANGE OPTION RIDER

This rider is made a part of the certificate to which it is attached, in consideration of the application, a copy of which is attached to and made a part of the certificate. This rider is effective on the Rider Issue Date. Except as stated in this rider, it is subject to all of the provisions of the certificate.

RIDER SPECIFICATIONS

Certificate Number: [9730000]
Insured(s): [John M. Doe]
Rider Issue Date: [April 1, 2008]
Processing Fee: [\$100.00]

Joint Life Certificate Exchange Option

The owner may exchange this certificate (hereinafter "the original certificate") for any permanent life insurance plan that we or our affiliate companies make available at the time of the exchange, one on the life of each insured (hereafter "new policies"), without any additional evidence of insurability, by filing the applicable application at our Main Administrative Office.

How to Exercise the Option

To exercise this option, you must file the applicable application at our Main Administrative Office. It must be signed by you. We must also receive:

- a. The release of any lien against or assignment of the original certificate. However, you may instead submit written approval by the lienholders or assignees of the exchange of policies in a form satisfactory to us with such other documents as we may require.
- b. The surrender and release of the original certificate.
- c. Payment of any amounts due to us for the exchange as described in the Exchange Adjustments.

Unless otherwise provided in the applicable application, the owner and the beneficiary of the new policies will be the same as under the original certificate. If the owner of any new certificate is different, we will require evidence of insurable interest in the Insured under that new certificate. The application for the original certificate shall be considered part of the application for the new policies. The new policies will be issued on the basis of the applicable application, the application for the original certificate and any evidence of insurability submitted for issuance of the original certificate with respect to the Insured under that new certificate.

The Date of Exchange will be the Certificate Anniversary following the later of:

- a. our receipt of the applicable application;
- b. payment of the Exchange Adjustments for all new policies; and
- c. our approval of insurable interest, if applicable.

The new policies will take effect on the Date of Exchange. When the new policies take effect, the original certificate shall terminate.

The New Policies

The Certificate Date of the new policies shall be the Date of Exchange. The limit on our right to contest the validity of the new certificate will operate from the Issue Date of the original certificate.

The issue ages of the respective Insureds under the new policies will be determined based upon their respective ages last birthday as of the Date of Exchange.

The new policies will be written on any plan of permanent life insurance that we or our affiliate companies make available at the time of the exchange. The new policies will be subject to our published issue rules (e.g. age and amount limits) for the plans chosen which are in effect at that time. The Risk Classification and any exclusions applicable to the new policies will be determined in accordance with our rules and practices in effect on the original certificate's Certificate Date. The rates for the new policies will be based on our published rates in effect on the Date of Exchange, without our assessment of any issue expense charges under the new policies.

The face amount of each new certificate will be chosen by the owner, subject to the following limitation:

The sum of the face amounts of the new policies cannot exceed the face amount of the original certificate.

The Account Value for the original certificate will be applied as premium to the new policies as directed by the owner.

Any rider contained in the original certificate or additional riders may be included in the new policies only if we consent. The new policies will conform to all of the requirements of the jurisdiction in which they are issued regardless of any terms of this rider providing to the contrary.

Exchange Adjustments

The exchange is subject to the following adjustments:

1. The owner must pay an amount equal to the excess, if any, of the surrender charge in effect on the original certificate over the sum of the surrender charges for the new policies. All such surrender charges will be determined as of the Exchange Date.
2. In some cases, the amount of Account Value which may be applied to the new policies may exceed the premiums limit for the new policies. In that event, we will return such excess Account Value to you in cash.
3. The owner must pay a processing fee not to exceed the amount shown in the Rider Specifications.

Rider Charges

The charge for this rider, if any, is shown on the certificate's Schedule Pages.

Termination of This Rider

This rider will terminate on the earliest of:

- a. termination of the original certificate;
- b. lapse or exchange of the original certificate;
- c. your written request to cancel this rider; and
- d. death of an Insured.

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[*John H. Beers*]

[Secretary]



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NO LAPSE GUARANTEE RIDER

This rider is part of the certificate to which it is attached in consideration of the application and the Rider Charge shown on the Schedule Pages of the certificate. This rider is effective on the Rider Issue Date shown in the Schedule Pages of this certificate. Except as stated in this rider, it is subject to all of the provisions contained in the certificate.

RIDER SPECIFICATIONS

Certificate Number:	[0000000]
Insured(s):	[John M. Doe]
Initial No Lapse Premium	[\$1000.00 per month]
Effective Annual Rate	[4.0%]

No Lapse Guarantee

If the certificate would otherwise be in default in the absence of this rider, the certificate will not terminate as long as you meet the requirements of the Total Cumulative Premium Test described below.

Total Cumulative Premium Test

If the No Lapse Guarantee is in effect, the Total Cumulative Premium Test must be met to keep the certificate in force. On any Monthly Calculation Date prior to your certificate entering the Grace Period as described in your certificate, we will calculate the sum of the No Lapse Premiums applicable for each Certificate Month since the Certificate Date, accumulated with interest at the Effective Annual Rate shown above. To meet the Total Cumulative Premium Test, (1) less (2) less (3) must equal or exceed such sum where:

1. equals the premiums paid accumulated with interest at the Effective Annual Rate shown above, and
2. equals withdrawals accumulated with interest at the Effective Annual Rate shown above, and
3. equals the Debt.

If the Total Cumulative Premium Test is not met and this rider is still in effect, the certificate will be in default and the Grace Period provision will apply. In lieu of the default payment required under the terms of the Grace Period you may pay the shortfall, which is the amount necessary to satisfy the Total Cumulative Premium Test as of the date of default plus the next three monthly No Lapse Premiums.

Accumulated Charges

While the No Lapse Guarantee is in effect, any monthly deduction as shown on the Schedule Page will continue to be deducted from the Account Value as provided for under the terms of the certificate. If, however, the Account Value is insufficient to cover such monthly deduction, we will accumulate the charges and apply them to future Account Value(s) as may later exist. No interest will accrue on these charges.

No Lapse Premium Change

The Initial No Lapse Premium is shown in the Rider Specifications. The No Lapse Premium will change each time one of the following occurs:

- a) a decrease in face amount;
- b) an increase in face amount;
- c) the addition, change or termination of one or more riders;
- d) a change in risk classification.

Upon the occurrence of one of the above, we will notify you of any change to your No Lapse Premium. The new No Lapse Premium will be effective on the date of the change.

Reinstatement

This rider cannot be reinstated if the certificate has lapsed and is later reinstated.

Termination

This rider and all rights provided under it will terminate automatically upon the first of any of the following events to occur:

- 1. the date we receive your written request to cancel this rider;
- 2. the date you change your Death Benefit Option;
- 3. the Rider Expiry Date as shown in the Schedule Pages of the certificate;
- 4. the date the certificate terminates.

Once this rider terminates, the Grace Period described in your certificate will continue to apply. However, in addition to the payments required under the Grace Period provision, payments of any Accumulated Charges while the No Lapse Guarantee was in effect will be also be required.

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[Secretary]



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OVERLOAN PROTECTION RIDER

RIDER SPECIFICATIONS

Certificate Number: [9730000]

[Insured(s): John M. Doe]

This rider is made a part of the certificate to which it is attached, in consideration of the application, a copy of which is attached to and made a part of the certificate. The rider becomes effective on the Certificate Date of the certificate.

You have the option of exercising Overloan Protection, in writing, when all the following conditions exist on the Monthly Calculation Date:

1. the Debt exceeds the Face Amount then in effect;
2. the Debt is equal to [96%] of the Account Value;
3. the Insured(s) is(are) at least age [65];
4. this certificate has been in force for at least [15] Certificate Years;
5. all premiums paid have been previously withdrawn; and
6. the Guideline Premium Test has been elected.
7. all outstanding certificate loans were taken under a fixed loan interest option

Debt in excess of [96%] of the Account Value, if any, must be repaid at the time that Overloan Protection is exercised.

Once you have exercised Overloan Protection, a one-time charge, as shown in the Schedule Pages, will be assessed. There is no additional charge for this benefit or for any of the automatic changes that occur pursuant to your election of this benefit.

Overloan Protection will be effective on the Monthly Calculation Date following your written request. Once in effect, Overloan Protection will prevent your certificate from terminating and the following changes will automatically take effect:

1. any riders, except this rider, then in effect will terminate;
2. the Death Benefit Option will be permanently set to Option A or 1, as applicable;
3. the Face Amount then in effect will be changed to [101%] of the Account Value;
4. if applicable, any Account Value not currently invested in the Fixed Account or Long Term GIA, will be transferred to such account at no additional charge.

Once Overloan Protection is in effect the following will apply:

1. the Death Benefit will equal the greater of (a) or (b), where:
 - a. = the new Face Amount, and
 - b. = the applicable Minimum Death Benefit Percentage as shown in the table below, multiplied by the greater of (i) and (ii), where:
 - i. = the Account Value, and
 - ii. = the Debt;
2. no further premium payments will be accepted;
3. no further withdrawals will be allowed;
4. no further monthly deductions will be assessed;
5. no additional loans or loan repayments will be allowed;
6. any loan balance will continue to reduce the Death Benefit payable; and
7. loan Interest will continue to accrue on this certificate, but the loan interest rate charged will be equal to the interest rate credited on loaned Account value.

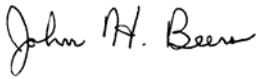
[Minimum Death Benefit Percentages]

<u>Age</u>	<u>Pct.</u>	<u>Age</u>	<u>Pct.</u>	<u>Age</u>	<u>Pct.</u>
0 - 40	250%	54	157%	68	117%
41	243	55	150	69	116
42	236	56	146	70	115
43	229	57	142	71	113
44	222	58	138	72	111
45	215	59	134	73	109
46	209	60	130	74	107
47	203	61	128	75	105
48	197	62	126	76-90	105
49	191	63	124	91	104
50	185	64	122	92	103
51	178	65	120	93	102
52	171	66	119	94	101
53	164	67	118	95 and over	100]

Reinstatement of This Rider

If the certificate terminates in accordance with the Grace Period provision in the certificate, and it is reinstated in accordance with the reinstatement provision of the certificate, you may reinstate this rider at that same time.

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[Secretary]



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ALTERNATE SURRENDER VALUE RIDER

RIDER SPECIFICATIONS

Certificate Number: [9730000]
[Insured(s): John M. Doe]
Alternate Surrender Value Percentage: [100%]
Alternate Surrender Value Premium Percentage: [100%]

This optional rider is a part of the certificate to which it is attached in consideration of the application and the Rider Charge as shown in the Schedule Pages of the certificate. This rider is effective on the Rider Issue Date shown in the Schedule Pages of this certificate. Except as otherwise stated in this rider, it is subject to all of the provisions of the certificate.

Alternate Surrender Value (ASV)

If you surrender the certificate while this rider is in effect, you will receive the greater of the Alternate Surrender Value, as defined below, and the Net Surrender Value, as defined in the certificate.

The Alternate Surrender Value is equal to the lesser of:

1. the Net Account Value, plus the ASV Percentage multiplied by the sum of (a) and (b) where;
 - a) equals the charge for this rider, and
 - b) equals total certificate charges assessed since the Certificate Date, excluding cost of insurance charges and other rider charges; or
2. the ASV Premium Percentage multiplied by the total premiums received excluding any Preferred Loan Amount at Issue, if applicable.

Conditions

Subject to the terms and conditions of this rider and the certificate, we agree to pay the Alternate Surrender Value in lieu of the Net Surrender Value if all the following conditions are met:

1. written notice of the surrender is received at our Main Administrative Office while the certificate is in force;
2. the Alternate Surrender Value is greater than the Net Surrender Value;
3. the certificate is surrendered prior to the Rider Expiry Date shown in the Schedule Pages; and
4. this rider has not terminated as set forth in the termination provision below.

Effect on Minimum Death Benefit

While this rider is in effect, the Minimum Death Benefit under the certificate is revised to be equal to the Alternate Surrender Value on the date of death of the Insured, or the date of death of the Surviving Insured if this rider is attached to a survivorship certificate, multiplied by the applicable Minimum Death Benefit Percentage for the Attained Age of the Insured, or the Surviving Insured if applicable.

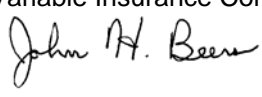
Charge for Benefit

The Rider Charge is deducted from the Account Value, as shown in the Schedule Pages.

Termination

This rider and all rights provided under it will terminate upon the earliest of the following dates:

1. the date we receive your written request to cancel this rider;
2. the date you request a loan or withdrawal;
3. the date of any exchange, absolute assignment or change in ownership of this certificate, including exchanges made under Section 1035 of the Internal Revenue Code, unless based on reasonably satisfactory evidence submitted to us that:
 - a. the change in ownership directly results from a merger, consolidation, or acquisition of your assets and the successor owner of the certificate was your wholly-owned subsidiary on the date the ownership changed; or
 - b. the successor owner of your certificate is a trust established by you for purposes of providing employee benefits.
4. the Rider Expiry Date;
5. the date the certificate terminates.

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[Secretary]



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DISABILITY BENEFIT RIDER

This Rider is part of the certificate to which it is attached. Except as otherwise stated below, this Rider is subject to all of the provisions contained in the certificate.

Coverage under this Rider will begin on the later of the Rider Issue Date and the first Monthly Calculation Date on which the premium applied results in a Net Account Value that at least equals the Monthly Deduction for the certificate (including the charge for this rider.)

RIDER SPECIFICATIONS

Certificate Number [9730000]

Covered Insured: [John M. Doe]

Rider Issue Date: [April 1, 2007]

Specified Annual Amount: [\$12,000]

DEFINITIONS

Total Disability

Incapacity of the Covered Insured as a result of bodily injury or disease to engage for remuneration or profit in any occupation for which the Covered Insured is or becomes qualified:

1. by training;
2. by education; or
3. by experience.

Total Disability is also defined to include the Covered Insured's entire and irrecoverable loss through bodily injury or disease of:

1. the sight of both eyes;
2. the use of both hands or both feet; or
3. the use of one hand and one foot.

The Specified Monthly Amount - equals the Specified Annual Amount divided by 12. The Specified Annual Amount is shown above and is the maximum amount payable under this rider during a Certificate Year. To the extent that the Specified Monthly Amount to be credited exceeds any premium limits then in effect, the Specified Monthly Amount will be reduced by such excess premium, but in no event will be less than zero.

GENERAL

Disability Benefits

Subject to the terms of this rider, during the existence of any Total Disability of at least 6 months continuous duration but prior to the end of the disability benefit period as described below, we will credit a premium payment to the certificate in an amount equal to the Specified Monthly Amount on each Monthly Calculation Date during such period, to the extent that the Specified Monthly Amount is not already being credited under a Disability Benefit Rider which provides coverage on another Insured under

the certificate.

Such disability benefit period will end on the later of:

1. the Certificate Anniversary on or immediately following the Covered Insured's 65th birthday; or
2. one year from the date the Total Disability commenced if such Total Disability commenced within the one-year period prior to the Certificate Anniversary on or immediately following the Covered Insured's 65th birthday.

However, we will continue to apply such disability benefits to the certificate on or after the Certificate Anniversary on or immediately following the Covered Insured's 65th birthday if the Covered Insured has received disability benefits under this rider continuously during the entire 5-year period just prior to that date. Such disability benefits will then continue to be applied regardless of whether Total Disability continues after that Certificate Anniversary.

Limitations and Conditions

No specified monthly amount will be credited or paid under this rider unless the following conditions are satisfied:

1. We must receive at our Main Administrative Office and during the lifetime of the Covered Insured written notice of claim and due proof that:
 - a. the Covered Insured is totally disabled at the time the proof is furnished to us; and
 - b. the Covered Insured has been so totally disabled for the entire 6-month period immediately preceding that date.

Any such proof will be subject to the requirements stated in the Required Proof of Disability section.

2. The Total Disability must not have directly resulted from either:
 - a. injuries willfully or intentionally self-inflicted including the use of any drug that contributes to the disability; or
 - b. service by the Covered Insured in the military, naval, or air force of any country at war. By "war" we mean any declared war, undeclared war, or international police action with force of arms by any country, the United Nations, or any other assembly of nations.
3. The Total Disability must have occurred:
 - a. after the Rider Issue Date;
 - b. after coverage under this rider begins;
 - c. before coverage under this rider terminates; and
 - d. while the certificate is in force.
4. If coverage under this rider terminates or the certificate lapses or becomes void by its terms, we must receive proof of Total Disability no later than one year from that date to avoid invalidation or reduction in any disability benefits credited to the certificate under the terms of this rider. However, failure to furnish such required proof within the time required shall not invalidate or reduce any such claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.
5. If multiple disability benefits would otherwise be payable under the certificate due to Disability Benefit Riders on more than one Covered Insured, benefits will be limited to only one such rider such that the highest Specified Monthly Amount disability benefit amount will be credited or paid.'
6. If the Total Disability occurs during the grace period the payment required under the certificate

to bring the certificate out of default must first be paid to us.

Required Proof of Disability and its Continuance

In addition to requiring proof of Total Disability before granting any benefits under this rider, we have the right to require proof periodically that the Total Disability continues. As part of any such proof, we shall have the right to have a physician of our choosing conduct such physical exams of the Covered Insured as we may reasonably require. After benefits under this rider have been received for a period of disability of more than two years, we will not require such exams more frequently than once a year.

Should there be a failure to furnish such proof or a refusal to permit such exams, or should the Covered Insured cease to be totally disabled before the Certificate Anniversary on or immediately following the Covered Insured's 65th birthday:

1. further disability benefits will not be applied; and
2. any disability benefits already applied after that date will be charged as loans against the Certificate unless repaid to us.

Limit on our Right to Contest this Rider

We cannot contest the validity of this rider except for failure to pay premiums after it has been in force during the lifetime of the Covered Insured for two years from the Rider Issue Date.

Monthly Rider Charges


The monthly charge for coverage under this rider is included in and part of the Monthly Deduction for the Certificate. It is deducted on each Monthly Calculation Date until coverage under this rider terminates. The monthly Rider Charge is shown in the certificate Schedule Pages.

Termination of This Rider

This rider will terminate on the first of any of the following events to occur:

1. full surrender of the certificate;
2. lapse of the certificate;
3. we determine at any time during the life of the certificate that a beneficiary or ownership designation has been procured in order to transfer ownership or any benefits under the certificate to a third party without an insurable interest;
4. death of the Covered Insured under this rider;
5. the Certificate Anniversary on or immediately following the Covered Insured's 65th birthday, unless continued as provided under the Disability Benefits section; or
6. Our receipt on any Monthly Calculation Date of your written request, along with the certificate, to cancel coverage under this rider.

PHL Variable Insurance Company

[]

[Secretary]



PHOENIX

[PHL Variable Insurance Company]
[PO Box 8027, Boston MA 02266-8027]
For Overnight Delivery
[30 Dan Road, Suite 8027, Canton MA 02021-2809]

Multi Life Application for Certificate of Life Insurance

Section I – First Proposed Insured Information (If Owners are Proposed Insureds, first Proposed Insured will be Primary Owner)

Name (First, Middle, Last) John A. Doe				Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm/dd/yyyy) 01/01/1980	
Birth State CT	Birth Country USA		U.S. Citizen <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Earned Income \$ 100,000	Net Worth \$ 100,000	Other Income \$ 0
Social Security Number 123-45-6789		Driver's License Number 0201-256-55885		State CT	Marital Status <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced	
Residence Street Address (include Apt #) 1 State Street		City Anytown		State CT	ZIP Code 11256	Home Telephone # (202) 555-5555
Email Address john.doe@email.com						
Current Employer Eastman Corporation		Years of Service 12	Current Occupation Sales			
Employer Street Address 123 American Avenue		City Hometown		State CT	ZIP Code 11225	Employer's Telephone # (202) 565-9877
Have you used tobacco or nicotine products in any form in the last 10 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
a. If "Yes", check the product(s) used: <input type="checkbox"/> Cigarettes <input type="checkbox"/> Cigars, Pipes, Snuff, Smokeless or Chewing Tobacco, <input type="checkbox"/> Nicotine Patch, Gum, Lozenge or Other _____						
b. If "Yes", check where appropriate: <input type="checkbox"/> Use Currently <input type="checkbox"/> Date Quit (mm/yyyy) _____						

Section II – Second Proposed Insured Information

Name (First, Middle, Last) Jane C. Doe				Sex <input type="checkbox"/> M <input checked="" type="checkbox"/> F	Date of Birth (mm/dd/yyyy) 02/02/1982	
Birth State CT	Birth Country USA		U.S. Citizen <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Earned Income \$ 100,000	Net Worth \$ 100,000	Other Income \$ 0
Social Security Number 123-45-6789		Driver's License Number 0201-256-55884		State CT	Marital Status <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced	
Residence Street Address (include Apt #) 1 State Street		City Anytown		State CT	ZIP Code 11256	Home Telephone # (202) 555-5555
Email Address jane.doe@email.com						
Current Employer Eastman Corporation		Years of Service 12	Current Occupation Sales			
Employer Street Address 123 American Avenue		City Hometown		State CT	ZIP Code 11225	Employer's Telephone # (202) 565-9877
Have you used tobacco or nicotine products in any form in the last 10 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
a. If "Yes", check the product(s) used: <input type="checkbox"/> Cigarettes <input type="checkbox"/> Cigars, Pipes, Snuff, Smokeless or Chewing Tobacco, <input type="checkbox"/> Nicotine Patch, Gum, Lozenge or Other _____						
b. If "Yes", check where appropriate: <input type="checkbox"/> Use Currently <input type="checkbox"/> Date Quit (mm/yyyy) _____						

Section III – Ownership (If Proposed Insureds are Owners, continue on to Section IV. If not, please indicate type of ownership, primary owner’s address, tax ID to be used for tax reporting purposes and ultimate owner.)

☐ **A. Successive Owners**

☒ **B. Owners Jointly**

Primary Owner’s Name John A. Doe	Social Security No./Tax ID 123-45-6789	Date of Birth (mm/dd/yyyy) 01/01/1980	Relationship to Proposed Insured(s) self
Secondary Owner’s Name Jane C. Doe	Social Security No./Tax ID 123-45-6789	Date of Birth (mm/dd/yyyy) 02/02/1982	Relationship to Proposed Insured(s) self

☐ **C. Trust** (Indicate name of Trust and Tax ID to used for tax reporting purposes.) (Must complete Certification of Trust Agreement)

Name(s) of Trust(s)	Trust Tax ID	[State Where Trust Established	Trust Date
Name(s) of Trustee(s)]	

☐ **D. Partnership** (List all partners, indicate primary and Tax ID to be used for tax reporting purposes. If there is a general partner, complete Partnership Authorization form.)

Name of Partnership	Tax ID
Name(s) of All Partner(s) (First, Middle, Last)	

☐ **E. Corporation** (Please indicate name of Corporation and Tax ID for tax reporting purposes.)

Name of Corporation			
Authorized Officer’s Name	Title of Authorized Officer	State Incorporated	Corporation Tax ID
]	

☐ **F. Other**

Primary Owner’s Address

Street Address 1 State Street	City Anytown	State CT	ZIP Code 11256
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Ultimate Owner: (Check one. If none, checked, the Estate of the Surviving Owner will be Ultimate Owner.)

☒ Insureds ☐ Estate of Owner

Section IV – Beneficiary Designation

Unless otherwise specified, payments will be shared equally by all surviving primary beneficiaries, or if none, by all surviving contingent beneficiaries. Only the Owner(s) has the right to change the beneficiary(ies) unless otherwise stated.

Primary Beneficiary					% Share
<input checked="" type="checkbox"/> Surviving Insured(s) (Joint Edge VUL only)					100
<input type="checkbox"/> Owner(s)					
<input type="checkbox"/> Trust under insured's will					
<input type="checkbox"/> Trust	Name of Trust _____				
	Name of Trustee _____				
	Date of Trust _____				
<input type="checkbox"/> Other	Name	Date of Birth	Social Security No./Tax ID (if available)	Relationship to Proposed Insured(s)	

Contingent Beneficiary					% Share
Name Mary Doe	Date of Birth/Trust 04/02/2007	Social Security No./Tax ID (if available) 123-45-6789	Relationship to Proposed Insured(s) Daughter		100

Section V – Plans of Insurance (complete one section only)☒ **1. Phoenix Joint Edge VUL****Riders**

- ☒ Survivor Purchase Option Rider
- ☒ Alternate Surrender Value Rider
Benefit Period (1-7yrs) 3
- ☒ Disability Benefit Rider (Disability Waiver of a Specified Amount)
\$ 50,000
- ☒ First Proposed Insured
- ☒ Second Proposed Insured
- ☐ Level Term Protection Rider (Individual Level Term Rider)
- ☐ First Proposed Insured \$ _____
- ☐ Second Proposed Insured \$ _____
- ☐ Other _____

Face Amount\$ 500,000**Death Benefit Option:** (check one) if none checked, Option A will apply

- ☒ Option A Level
- ☐ Option B Increasing
- ☐ Option C Return of Premium

☐ **2. Phoenix Survivorship UL with Guarantee****Riders**

- ☐ Disability Benefit Rider (Disability Waiver of a Specified Amount)
\$ _____
- ☐ First Proposed Insured
- ☐ Second Proposed Insured

Face Amount

\$ _____

☐ Conditional Exchange Option Rider☐ Other _____☐ Other _____☐ **3. Phoenix Estate Legacy IV****Riders**

- ☐ Alternate Surrender Value Rider
Benefit Period (1-7yrs) _____
- ☐ Supplemental Coverage Rider
Face Amount \$ _____
- ☐ 4 Year Survivorship Term Rider
- ☐ Conditional Exchange Option Rider
- ☐ Other _____

Face Amount

\$ _____

☐ Estate Term Rider (not available if Supplemental Coverage is elected.)
\$ _____**Annual Rider Increase Options** (available only if Death Benefit Option A is elected.)

- ☐ Percentage Increase _____%
- ☐ Fixed Dollar Increase \$ _____
- ☐ Increase Equal to Premiums Paid

Death Benefit Option: (check one) if none checked, Option A will apply

- ☐ Option A Level
- ☐ Option B Increasing

Life Insurance Qualification Test (check one) if none checked, Guideline Premium will apply

- ☐ Guideline Premium Test ☐ Cash Value Accumulation Test

☐ **4. Phoenix Edge SVUL****Riders**

- ☐ 4 Year Survivorship Term Rider
- ☐ Age 100+ Rider
- ☐ Conditional Exchange Option Rider
- ☐ Survivor Premium Protection Rider \$ _____
No. Yrs _____
- ☐ First Proposed Insured
- ☐ Second Proposed Insured
- ☐ Disability Benefit Rider (Disability Waiver of a Specified Amount)
\$ _____
- ☐ First Proposed Insured
- ☐ Second Proposed Insured
- ☐ Guaranteed Death Benefit Rider
(available only if Death Benefit Option A is elected.)
- ☐ 20 Year Guaranteed
- ☐ Guaranteed to Age 100

Face Amount

\$ _____

☐ Estate Term Rider

\$ _____

Annual Rider Increase Options (available only if Death Benefit Option A is elected.)

- ☐ Percentage Increase _____%
- ☐ Fixed Dollar Increase \$ _____
- ☐ Increase Equal to Premiums Paid

Death Benefit Option: (check one) if none checked, Option A will apply

- ☐ Option A Level
- ☐ Option B Increasing

Policy Charge Option (check one) If none checked, Policy Option A will apply

- ☐ Policy Option A
- ☐ Policy Option B
- ☐ Policy Option C

Section V – Plans of Insurance (Continued)☐ **5. Estate Edge****Riders**☐ 4 Year Survivorship Term Rider☐ Conditional Exchange Option Rider☐ Estate Term Rider \$ _____**Annual Rider Increase Options**☐ Percentage Increase _____%☐ Fixed Dollar Increase \$ _____☐ Increase Equal to Premiums Paid☐ Other _____**Face Amount**

\$ _____

Death Benefit Option: (check one) if none checked, Option A will apply☐ Option A Level☐ Option B Increasing**Section VI****Special Requests****Section VII – Telephone/[Electronic] Authorization** (If none checked, Owner Only will apply.)

I, the Owner, will receive this privilege automatically. By checking "Yes", I am authorizing and directing the Company act upon telephone or electronic instructions from my licensed representative who can furnish proper identification. The Company will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, The Company and its affiliates and their directors, trustees, officers, employees and licensed representatives, will be held harmless for any claims, liability, loss or cost. ☒ Yes ☐ No

Section VIII – Temporary Money Market Allocation

If the state of issue does not require refund of premium during the Right to Return This Certificate period, but you prefer to temporarily allocate your premiums to the Money Market investment options until the end of the Right to Return This Certificate period, as stated in the certificate, please check this box. ☐

Section IX – Suitability

This section applies ONLY to variable life insurance products

Do you understand that the Death Benefit may be variable or fixed under certain conditions and the Death Benefit and Cash Values under any Variable Certificate may increase or decrease in amount or duration based on the investment experience of the underlying investment options? ☒ Yes ☐ No

Do you believe that the variable life certificate you are purchasing is suitable to meet your financial objectives? ☒ Yes ☐ No

My signature in the Signature section of this application acknowledges that (a) I understand that a variable life insurance certificate is not an appropriate investment vehicle for a short term trading strategy or short term savings and (b) I confirm that I have received the prospectus for the variable life certificate I am purchasing.

Illustrations of benefits including death benefits, certificate values and surrender values are available on request.

Section X – Premium Payment

☒ Annual ☐ Semi-Annual ☐ Quarterly ☐ Phoenix Check-O-Matic Service (PCS) ¹
Minimum Monthly Payment -[\$25.00]

Send additional premium notices to:

Name (First, Middle, Last) _____

Street Address _____

City _____ State _____ ZIP Code _____ Relationship to Owner(s) _____

Section XI – Existing Life Insurance

First Proposed Insured			Second Proposed Insured	
Yes	No		Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Are there any life insurance policies or annuity contracts, owned by, or on the life of, the applicant(s) or the insured(s) or the owner(s) or the annuitant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. With this certificate, do you plan to replace (in whole or in part) now or in the future any existing life insurance or annuity contract in force with this certificate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Do you plan to utilize values from any existing life insurance policy or annuity contract (through loans, surrenders or otherwise) to pay any initial or subsequent premium(s) for this certificate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

First Proposed Insured - For all "Yes" answers above, please provide the following information. **If no coverage in force, check here** ☒

Company	Issue Date (mm/yyyy)	Plan	Amount	Pers/Bus	Replacing Y N
			\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
			\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
			\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Total Life Insurance in force			\$		

Second Proposed Insured - For all "Yes" answers above, please provide the following information. **If no coverage in force, check here** ☒

Company	Issue Date (mm/yyyy)	Plan	Amount	Pers/Bus	Replacing Y N
			\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
			\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
			\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Total Life Insurance in force			\$		

Section XII – Proposed Insureds Medical Transfer Statement (Complete when submitting medical examination(s) of another insurance company.)

I request that the Company review and consider the exam conducted by the insurance company listed below in evaluating my application. I authorize the Company to receive and review such application(s), and authorize my producer, broker or other insurance company to provide such application to the Company.

First Proposed Insured	Second Proposed Insured
<p>1. Name of the insurance company for which examination(s) was made Insurion Associates</p> <p>2. Date of examination (mm/dd/yyyy) 12/01/2006</p> <p>3. To the best of your knowledge and belief, are the statements in the examination true, accurate and complete as of today? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "No", please explain.</p> <p>4. Have you consulted a licensed physician or other health care provider since the above examination? (If "Yes", complete Section XIII.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>1. Name of the insurance company for which examination(s) was made Insurion Associates</p> <p>2. Date of examination (mm/dd/yyyy) 12/01/2006</p> <p>3. To the best of your knowledge and belief, are the statements in the examination true, accurate and complete as of today? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "No", please explain.</p> <p>4. Have you consulted a licensed physician or other health care provider since the above examination? (If "Yes", complete Section XIII.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

Section XIII – Proposed Insureds Medical History (Not necessary to complete if medical or paramedical exam has been ordered.)

First Proposed Insured				Second Proposed Insured			
Current Height 6'2"		Current Weight 203		Current Height 5'6"		Current Weight 130	
Has your weight changed by 10 pounds or more in the past 2 years? If "yes", how much _____ pounds <input type="checkbox"/> Gain <input type="checkbox"/> Loss				Has your weight changed by 10 pounds or more in the past 2 years? If "yes", how much _____ pounds <input type="checkbox"/> Gain <input type="checkbox"/> Loss			
Family History:	Age if Alive	Age at Death	If alive, indicate health problems or if deceased, indicate cause of death:	Family History:	Age if Alive	Age at Death	If alive, indicate health problems or if deceased, indicate cause of death:
Father <input checked="" type="checkbox"/> Alive <input type="checkbox"/> Deceased	75			Father <input checked="" type="checkbox"/> Alive <input type="checkbox"/> Deceased	78		
Mother <input checked="" type="checkbox"/> Alive <input type="checkbox"/> Deceased	72			Mother <input checked="" type="checkbox"/> Alive <input type="checkbox"/> Deceased	76		
Personal Physician: Please provide the name and address of your personal physician or health care provider, date of most recent visit, reason for visit, and results of treatment (if any): Dr John Johnson				Personal Physician: Please provide the name and address of your personal physician or health care provider, date of most recent visit, reason for visit, and results of treatment (if any): Dr John Johnson			
Has anyone in your immediate family developed any hereditary condition, cancer, or heart disease before age 60? <input type="checkbox"/> Yes (please provide details below) <input checked="" type="checkbox"/> No				Has anyone in your immediate family developed any hereditary condition, cancer, or heart disease before age 60? <input type="checkbox"/> Yes (please provide details below) <input checked="" type="checkbox"/> No			

(Use Application Part II Addendum for all "Yes" answers below. Include question number, diagnosis,**First Proposed Insured date of occurrence, current status, hospital or treating physician's name and address.) Second Proposed Insured**

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To the best of your knowledge and belief, have you ever had, or been told by a licensed medical professional, licensed physician or other health care provider that you have:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1. High blood pressure or hypertension?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Pain, pressure, or discomfort in the chest, angina pectoris, palpitations, swelling of the ankles, or undue shortness of breath?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3. Heart disease, coronary artery disease, cardiomyopathy, heart failure, atrial fibrillation, heart rhythm abnormality, heart murmur, congenital heart disease or valvular heart disease?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Peripheral vascular disease, claudication, narrowing or blockage of arteries or veins?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5. Asthma, pulmonary fibrosis, chronic cough, emphysema, pneumonia, or any other lung disease?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6. Neurologic disease, seizures, fainting, falls, concussion, stroke, transient ischemic attack (TIA), tremor, neuropathy, weakness, paralysis, Parkinson's disease, memory loss, dementia, or any other disease of the brain or nervous system?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7. Depression, bipolar disorder, schizophrenia, anxiety, or other psychiatric illness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	8. Arthritis, lupus, or any musculoskeletal or skin disorder?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	9. Ulcers, abdominal pain, colitis, Crohn's disease, gall bladder disease, liver disease, hepatitis, jaundice, pancreatitis, or any other disease of the gastrointestinal system?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	10. Diabetes, kidney disease, kidney stones, bladder disorder, prostate disorder, protein or blood in the urine?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	11. Endocrine disorder, including disorder of the thyroid, parathyroid, adrenal, or pituitary glands?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Anemia, bleeding or clotting disorder, or any other disorder of the blood (excluding Human Immunodeficiency Virus) or bone marrow?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13. Cancer of any type, tumor (benign or malignant), leukemia, lymphoma, or Hodgkin's disease?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	14. Are you taking any kind of medicine, therapy, or treatment regularly or at frequent intervals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15. Have you ever been treated for alcoholism or been advised to limit or stop your use of alcohol?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	16. Have you ever used narcotics, barbiturates, amphetamines, hallucinogens, or any prescription drug except in accordance with a physician's instructions?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	17. Have you ever been a patient in any hospital, treatment center, or similar facility within the last 10 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18. Have you had, or been advised to have, any surgery, X-rays, electrocardiograms, blood studies (excluding Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome test), or other tests within the last 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	19. Other than above, have you had any other physical or psychological disorder or been treated by a physician or other health care provider for any reason within the past 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	20. Have you ever been diagnosed or treated by a member of the medical profession for specified symptoms such as; immune deficiency, anemia, recurrent fever, fatigue or unexplained weight loss, malaise, loss of appetite, diarrhea, fever of unknown origin, severe night sweats, unexplained or unusual infections of skin lesions, unexplained swelling of the lymph glands, Kaposi's Sarcoma or Pneumocystis, Carinii Pneumonia?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

The Company reserves the right to require additional medical information, medical examination or testing to complete the underwriting process.

Section XIV – Authorization To Obtain Information

I authorize any licensed physician, health care practitioner, hospital, medical laboratory, clinic or other medically-related facility, insurance company or the Medical Information Bureau (MIB), having any records or knowledge of me or my health, to provide any such information to the Company, (as defined on page of this application) its affiliated insurers or its reinsurers. The information requested may include information regarding diagnosis and treatment of physical or mental conditions, including consultations occurring after the date this authorization is signed. I authorize any of the above sources to release to the Company or its reinsurers any of my information relating to alcohol use, drug use and mental health care.

Medical information will be used only for the purpose of risk evaluation and determining eligibility for benefits under any policies issued. The Company may disclose information it has obtained to others as permitted or required by law, including the MIB, our reinsurers and other persons or entities performing business or legal services in connection with this application, any contract issued pursuant to it or in connection with the determination of eligibility for benefits under an existing policy. Information that is not personally identifiable may be used for insurance statistical studies.

To facilitate rapid submission of information, I authorize all of the above sources, except MIB, to give such records or knowledge to any agency employed by the Company to collect and transmit such information.

I authorize consumer reporting agencies, insurance companies, motor vehicle departments, life expectancy providers, my attorneys, accountants and business associates and the MIB to provide any information to the Company or its reinsurers that may affect my insurability. This may include information about my occupation, participation in hazardous activities, motor vehicle record, foreign travel, finances, and other insurance coverage in place.

I acknowledge that I have received a copy of the Notice of Information Practices, including information about Investigative Consumer Reports and the Medical Information Bureau. I authorize the preparation of an investigative consumer report. I understand that upon written request, I am entitled to receive a copy of the investigative consumer report.

This authorization shall continue to be valid for 30 months from the date it is signed unless otherwise required by law. A photocopy of this signed authorization shall be as valid as the original. This authorization may be revoked by writing to the Company prior to the time the insurance coverage has been placed in force. I understand my authorized representative or I may receive a copy of this authorization on request.

☐ I do ☐ I do not (check one) require that I be interviewed in connection with any investigative consumer report that may be prepared.

Section XV – Signature

I have reviewed this application, and the statements made herein are those of the proposed insureds and all such statements made by the proposed insureds in Part I or and in Part II of this application are full, complete, and true to the best knowledge and belief of the undersigneds and have been correctly recorded.

I understand that 1) no statement made to, or information acquired by any Licensed Producer who takes this application, shall bind the Company unless stated in Part I and/or Part II of this application, and 2) the Licensed Producer has no authority to make, modify, alter or discharge any contract thereby applied for.

I understand and agree that the insurance applied for shall not take effect unless and until each of the following has occurred: 1) the certificate has been issued by the Company; 2) the premium required for issuance of the certificate has been paid in full during the lifetime of the insureds; 3) all the representations made in the application remain true, complete and accurate as of the date the certificate is delivered; 4) the Insureds are alive when the certificate is delivered, and 5) as of the date of delivery of the certificate, there has been no change in the health of any proposed insureds that would change the answers to any of the questions in the application.

I understand that if there is any change in my health or physical condition, or if I visit a physician or am hospitalized, subsequent to the date I complete the application or provide any information to be contained in the application, I will inform the Company as soon as possible.

Under penalty of perjury, I confirm that 1) the Social Security or Tax Identification Number shown is correct, and 2) that I am not subject to back-up withholding.

First Proposed Insured's Signature	State Signed In CT	Witness Signature (Must be signed in presence of Proposed Insured)	Date (mm/dd/yyyy) 3/8/2008
Second Proposed Insured's Signature	State Signed In CT	Witness Signature (Must be signed in presence of Proposed Insured)	Date (mm/dd/yyyy) 3/8/2008
Owner's Signature (if other than Proposed Insureds)	State Signed In CT	Witness Signature (Must be signed in presence of Proposed Insured)	Date (mm/dd/yyyy) 3/8/2008
Owner's Signature (if other than Proposed Insureds)	State Signed In CT	Witness Signature (Must be signed in presence of Proposed Insured)	Date (mm/dd/yyyy) 3/8/2008

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of competent jurisdiction.

The Producer hereby confirms he/she has truly and accurately recorded on the application the information supplied by the Proposed Insured; and that he/she is qualified and authorized to discuss the contract herein applied for.

Licensed Producer's Name (Print First, Middle, Last) Bill A. Producer		Licensed Producer's Email Address Bill.producer@insurance.com	
Licensed Producer's Signature	Date (mm/dd/yyyy) 3/8/2008	Licensed Producer's I.D. # 12-56598-2001	Licensed Producer's Telephone # (505) 445-5899

Section I – Proposed Insured Information

Name (First, Middle, Last) John A. Doe				Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F		Date of Birth (mm/dd/yyyy) 01/01/1980						
Birth State CT		Birth Country USA		U.S. Citizen <input checked="" type="checkbox"/> Y <input type="checkbox"/> N		Earned Income \$ 100,000		Net Worth \$ 100,000		Other Income \$ 0		
Social Security Number 123-45-6789			Driver's License Number 0201-256-55885			State CT		Marital Status <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced				
Residence Street Address (include Apt #) 1 State Street				City Anytown			State CT		ZIP Code 11256		Home Telephone # (202) 555-5555	
Current Employer Eastman Corporation				Years of Service 12		Current Occupation Sales						
Employer Street Address 123 American Avenue				City Hometown			State CT		ZIP Code 11256		Employer's Telephone # (202) 565-9877	
Have you used tobacco or nicotine products in any form in the last 10 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
a. If "Yes", check the product(s) used: <input type="checkbox"/> Cigarettes <input type="checkbox"/> Cigars, Pipes, Snuff, Smokeless or Chewing Tobacco <input type="checkbox"/> Nicotine Patch, Gum, Lozenge or Other _____												
b. If "Yes", check where appropriate: <input type="checkbox"/> Use Currently <input type="checkbox"/> Date Quit (mm/yyyy) _____												

Section II – Plan of Insurance - Riders and Features

Phoenix Joint Edge VUL

Riders

☒ Disability Benefit Rider (Disability Waiver of a Specified Amount)
\$ 50,000

☐ Level Term Protection Rider (Individual Level Term Rider)
\$

☐ Other

Section III – Existing Life Insurance

Yes No						
<input type="checkbox"/> <input checked="" type="checkbox"/> 1. Are there any life insurance policies or annuity contracts, owned by, or on the life of, the applicant(s) or the insured(s) or the owner(s) or the annuitant?						
<input type="checkbox"/> <input checked="" type="checkbox"/> 2. With this certificate, do you plan to replace (in whole or in part) now or in the future any existing life insurance or annuity contract in force with this certificate?						
<input type="checkbox"/> <input checked="" type="checkbox"/> 3. Do you plan to utilize values from any existing life insurance policy or annuity contract (through loans, surrenders or otherwise) to pay any initial or subsequent premium(s) for this certificate?						
For all "Yes" answers above, please provide the following information. If no coverage in force, check here <input type="checkbox"/>						
Company		Issue Date (mm/yyyy)	Plan	Amount	Pers/Bus Y N	Replacing Y N
				\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
				\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
				\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Total Life Insurance in force				\$		

Section IV – Special Request

Section V – Proposed Insured's Medical Transfer Statement (Complete when submitting medical examination(s) of another insurance company.)

I request that the Company review and consider the exam conducted by the insurance company listed below in evaluating my application. I authorize the Company to receive and review such application(s), and authorize my producer, broker or other insurance company to provide such application to the Company.

1. Name of the insurance company for which examination(s) was made Insurion Associates
2. Date of examination (mm/dd/yyyy)
12/01/2006
3. To the best of your knowledge and belief are the statements in the examination true, accurate and complete as of today?
☒ Yes ☐ No If "No", please explain.
4. Have you consulted a licensed physician or other health care provider since the above examination? (If "Yes", complete Paramedical/Medical Part II)
☐ Yes ☒ No

Section VI – Additional Information (Give full details for all "Yes" answers below. If additional space is needed, Use Application Addendum Part II.)

- ☐ Yes ☒ No 1. Have you ever applied for life, accident, disability or health insurance and been declined, postponed, or been offered a policy differing in plan, amount or premium rate from the applied for? (If "Yes," give date, company and reason.)
Date (mm/dd/yyyy): Company: Reason:
- ☐ Yes ☒ No 2. Do you intend to travel or reside outside of the United States or Canada? (If "Yes," state where, how long and purpose.)
Location City, Country: Purpose: How Long: (Specify weeks, months, years)
- ☐ Yes ☒ No 3. Are you negotiating for other insurance? (If "Yes," name companies and total amount to be placed in force.)
Company(ies): Total Amount to be placed in force:
- ☐ Yes ☒ No 4. Have you flown during the past 3 years as a pilot, student pilot or crew member or do you plan to do so? (If "Yes," complete Aviation Questionnaire.)
- ☐ Yes ☒ No 5. Have you participated in the past 3 years or plan to engage in any extreme sport activities such as motorized vehicle racing, parachute jumping, underwater diving, or any other extreme avocation? (If "Yes," complete Avocation Questionnaire.)
- ☐ Yes ☒ No 6. Have you ever been convicted of a felony? (If "Yes," give details.)
Details:
- ☐ Yes ☒ No 7. Have you ever been convicted of driving under the influence of alcohol or drugs, or had your driver's license suspended or revoked, or had greater than 2 moving violations in the past 3 years? (If "Yes," give details.)
Details

Section VII – Authorization To Obtain Information

I authorize any licensed physician, health care practitioner, hospital, medical laboratory, clinic or other medically-related facility, insurance company or the Medical Information Bureau (MIB), having any records or knowledge of me or my health, to provide any such information to the PHL Variable Insurance Company its affiliated insurers or its reinsurers. The information requested may include information regarding diagnosis and treatment of physical or mental conditions, including consultations occurring after the date this authorization is signed. I authorize any of the above sources to release to the Phoenix or its reinsurers any of my information relating to alcohol use, drug use and mental health care.

Medical information will be used only for the purpose of risk evaluation and determining eligibility for benefits under any policies issued. The Phoenix may disclose information it has obtained to others as permitted or required by law, including the MIB, our reinsurers and other persons or entities performing business or legal services in connection with this application, any contract issued pursuant to it or in connection with the determination of eligibility for benefits under an existing policy. Information that is not personally identifiable may be used for insurance statistical studies.

To facilitate rapid submission of information, I authorize all of the above sources, except MIB, to give such records or knowledge to any agency employed by the Phoenix to collect and transmit such information.

I authorize consumer reporting agencies, insurance companies, motor vehicle departments, life expectancy providers, my attorneys, accountants and business associates and the MIB to provide any information to the Phoenix or its reinsurers that may affect my insurability. This may include information about my occupation, participation in hazardous activities, motor vehicle record, foreign travel, finances, and other insurance coverage in place.

I acknowledge that I have received a copy of the Notice of Information Practices, including information about Investigative Consumer Reports and the Medical Information Bureau. I authorize the preparation of an investigative consumer report. I understand that upon written request, I am entitled to receive a copy of the investigative consumer report.

This authorization shall continue to be valid for 30 months from the date it is signed unless otherwise required by law. A photocopy of this signed authorization shall be as valid as the original. This authorization may be revoked by writing to the Company prior to the time the insurance coverage has been placed in force. I understand my authorized representative or I may receive a copy of this authorization on request.

☐ I do ☒ I do not (check one) require that I be interviewed in connection with any investigative consumer report that may be prepared.

Section VIII – Signature

I have reviewed this application, and the statements made herein are those of the proposed insured and all such statements made by the proposed insured in Part I or and in Part II of this application are full, complete, and true to the best knowledge and belief of the undersigned and have been correctly recorded.

I understand that 1) no statement made to, or information acquired by any Licensed Producer who takes this application, shall bind the Company unless stated in Part I and/or Part II of this application, and 2) the Licensed Producer has no authority to make, modify, alter or discharge any contract thereby applied for.

I understand and agree that the insurance applied for shall not take effect unless and until each of the following has occurred: 1) the certificate has been issued by the Company; 2) the premium required for issuance of the certificate has been paid in full during the lifetime of the insured; 3) all the representations made in the application remain true, complete and accurate as of the date the certificate is delivered; 4) the Insured is alive when the certificate is delivered, and 5) as of the date of delivery of the certificate, there has been no change in the health of any proposed insured that would change the answers to any of the questions in the application.

I understand that if there is any change in my health or physical condition, or if I visit a physician or am hospitalized, subsequent to the date I complete the application or provide any information to be contained in the application, I will inform the Company as soon as possible.

Under penalty of perjury, I confirm that 1) the Social Security or Tax Identification Number shown is correct, and 2) that I am not subject to back-up withholding.

Proposed Insured's Signature	State Signed In CT	Witness Signature (Must be signed in presence of Proposed Insured)	Date (mm/dd/yyyy) 03/08/2008
Owner's Signature (if other than Proposed Insured)	State Signed In CT	Witness Signature (Must be signed in presence of Owner)	Date (mm/dd/yyyy) 03/08/2008
Parent's Signature (for minor insured)	State Signed In CT	Witness Signature (Must be signed in presence of Owner)	Date (mm/dd/yyyy) 03/08/2008

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of competent jurisdiction.

The Producer hereby confirms he/she has truly and accurately recorded on the application the information supplied by the Proposed Insured; and that he/she is qualified and authorized to discuss the contract herein applied for.

Licensed Producer's Name (Print First, Middle, Last) Bill A. Producer		Licensed Producer's Email Address bill.producer@insurance.com	
Licensed Producer's Signature	Date (mm/dd/yyyy) 03/08/2008	Licensed Producer's I.D. # 12-56598-2001	Licensed Producer's Telephone # (505) 445-5899

<i>SERFF Tracking Number:</i>	<i>TPCI-125810902</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>PHL Variable Insurance Company</i>	<i>State Tracking Number:</i>	<i>40348</i>
<i>Company Tracking Number:</i>	<i>08JE</i>		
<i>TOI:</i>	<i>L06G Group Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06G.102 Joint (First to Die) - Flexible Premium</i>
<i>Product Name:</i>	<i>Joint Edge</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	TPCI-125810902	State:	Arkansas
Filing Company:	PHL Variable Insurance Company	State Tracking Number:	40348
Company Tracking Number:	08JE		
TOI:	L06G Group Life - Variable	Sub-TOI:	L06G.102 Joint (First to Die) - Flexible Premium
Product Name:	Joint Edge		
Project Name/Number:	/		

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 09/10/2008

Comments:

Attachments:

AR cert _only for VUL_ - 08JE-C.pdf

AR certifications - 08JE-C.pdf

Review Status:

Satisfied -Name: Statement of Variability 09/17/2008

Comments:

Attachment:

Group - Final - Statement of Variability - 08JE 9-11-08.pdf

Review Status:

Satisfied -Name: Cover Letter 09/17/2008

Comments:

Attachment:

08JE - C - Cover Letter - AR.pdf

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: PHL Variable Insurance Company

Form Title(s): Flexible Premium Joint Variable Universal Life Insurance Master Contract
Flexible Premium Joint Variable Universal Life Insurance Certificate
Flexible Premium Joint Variable Universal Life Insurance Schedule Pages
Level Term Rider
Survivor Insurance Purchase Option Rider
Joint Life Policy Exchange Option Rider
No lapse Guarantee Rider
Overloan Protection Rider
Alternate Surrender Value Rider
Disability Benefit Rider
Multi Life Application for Life Insurance
Other Insured Supplement

Form Number(s): 08JE-M
08JE-C
JESP-1-C
08LTRJE-C
08SPOR-C
08JPEOR-C
06NLGR-C
06OLR-C
07ASVR-C
07DPR-C
OL4312G
OL4313G

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 33.



Peter Scavongelli
Vice President, State Compliance

September 17, 2008
Date



Kevin Healy, FSA, MAAA
Second Vice President and Actuary

September 17, 2008
Date


**ARKANSAS
CERTIFICATION**

FORM NO.	08JE-M
FORM TITLE	Flexible Premium Joint Variable Universal Life Insurance Master Contract
FLESCH SCORE	Not Applicable
FORM NO.	08JE
FORM TITLE	Flexible Premium Joint Variable Universal Life Insurance Certificate
FLESCH SCORE	Not Applicable
FORM NO.	JESP-1-C
FORM TITLE	Flexible Premium Joint Variable Universal Life Insurance Schedule Pages
FLESCH SCORE	Not Applicable
FORM NO.	08LTRJE-C
FORM TITLE	Level Term Rider
FLESCH SCORE	Not Applicable
FORM NO.	08SPOR-C
FORM TITLE	Survivor Insurance Purchase Option Rider
FLESCH SCORE	Not Applicable
FORM NO.	08JPEOR-C
FORM TITLE	Joint Life Policy Exchange Option Rider
FLESCH SCORE	Not Applicable
FORM NO.	06NLGR-C
FORM TITLE	No Lapse Guarantee Rider
FLESCH SCORE	Not Applicable
FORM NO.	06OLR-C
FORM TITLE	Overloan Protection Rider
FLESCH SCORE	Not Applicable
FORM NO.	07ASVR-C
FORM TITLE	Alternate Surrender Value Rider
FLESCH SCORE	Not Applicable
FORM NO.	07DPR-C
FORM TITLE	Disability Benefit Rider
FLESCH SCORE	Not Applicable
FORM NO.	OL4312G
FORM TITLE	Multi Life Application for Life Insurance
FLESCH SCORE	Not Applicable
FORM NO.	OL4313G
FORM TITLE	Other Insured Supplement
FLESCH SCORE	Not Applicable

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.
- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

PHL Variable Insurance Company

Signature: 
Name: **Joseph Bonfitto**
Title: **Compliance Associate**
Date: **9/19/2008**

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **08JE – C (Flexible Premium Joint Variable Universal Life Insurance Certificate)** and form **JESP-1 – C (Certificate Schedule Pages)**. The same bracketed fields appear in both versions of the schedule pages. No change in variability will be made which in any way expands the scope of the wording being changed.

Cover Page

Certificate Number: The unique number for each certificate will appear in this field.

Issue Date: The date from which contestability and suicide is measured will appear in this field.

Death Benefit: The death benefit option chosen by the certificate holder at issue will appear in this field. There are three options the owner may choose from: options A, B or C.

Face Amount: The face amount at the time the certificate is issued will appear in this field. This amount may range from a minimum of \$25,000 to a maximum of \$35,000,000.

Certificate Date: The date from which certificate years and certificate anniversaries are measured will appear in this field.

Plan: The marketing name for this product will appear in this field.

Right to Return This Certificate : The number of days in which the certificate may be returned is bracketed to indicate that the number may change depending on whether or not the certificate was issued as the result of a replacement. If the certificate was issued as the result of a replacement the number of days required by your state for replacements will appear.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

Each address on this page as well as the Customer Service telephone number are bracketed to indicate that they may change in the future.

Page 3

Certificate Number: The unique number for each certificate will appear in this field.

Insureds

Insured: The name of each insured will appear in this field.

Age at Certificate Date: The age of each insured on the certificate date will appear in this field.

Sex: The sex of each insureds will appear in this field.

Risk Classification: The risk classification of each insured, as well as any applicable table rating, appears in this field. The risk classifications are Preferred Plus, Preferred, Nonsmoker and Smoker.

Additional Ratings: There is a variety of different information that could be shown in this field relating to the rating of the insured other than the table rating. The information listed may include either one or some combination of the following descriptive terms:

Temporary Flat Extra

Permanent Flat Extra

Rating Factor

Aviation

Avocation

Basic Information

Certificate Date: The date from which certificate years and certificate anniversaries are measured will appear in this field.

Issue Date: The date from which contestability and suicide is measured will appear in this field.

Death Benefit Option: The death benefit option chosen by the certificate holder at issue will appear in this field. There are three options the owner may choose from: options A, B or C.

Life Insurance Qualification Test: The life insurance qualification test elected by the owner at application will appear in this field. It may be either the Guideline Premium Test or the Cash Value Corridor Test.

Face Amount: The initial face amount of insurance chosen by the owner will appear in this field. This amount may range from a minimum of \$25,000 to a maximum of \$35,000,000.

Premiums

Premium Mode: The mode that the owner chooses to pay premiums will appear in this field. The owner may choose Annual, Semi-Annual, Quarterly or Monthly.

Minimum Initial Premium: The amount that the owner must pay in order for this certificate to be issued will appear in this field.

Planned Premium: The amount of premium that has been selected by the owner and is intended to be paid will appear in this field. Since this is a flexible premium product this is not a required premium but only a planned amount.

Guideline Single Premium: If the applicant has elected the Guideline Premium Test, this is the maximum single premium amount that would be permitted to be paid into the contract according to the rules of this test. It will vary by the insured's age, sex, risk classification, face amount, death benefit option, and riders selected. If the applicant has not chosen the Guideline Premium Test this field will not appear in the certificate.

Guideline Level Premium: If the applicant has elected the Guideline Premium Test, this is the maximum annual premium amount that would be permitted to be paid into the contract according to the rules of this test. It will vary by the insured's age, sex, risk classification, and face amount, death benefit option and riders selected. If the applicant has not chosen the Guideline Premium Test this field will not appear in the certificate.

Page 4

Certificate Number: The unique number for each certificate will appear in this field.

Maximum Certificate Charges

Deductions from Premium Payments

Premium Expense Charge: The percent of premium load that is deducted from premiums paid will appear in this field. Should we change the percentage it would be for new issues only and could range from 3% to 8%.

Monthly Deductions

Administrative Charge: The maximum administrative charge for this certificate will appear in this field. Should we change this charge it would be for new issues only and could range from \$0 to \$10.

Coverage Charge: The maximum monthly per thousand load that we charge will appear in this field. This charge varies by each insured's issue age, sex, and risk class at issue.

Rider Charges: This bracketed text in this field will only appear if a rider(s) has been elected by the owner.

Other Deductions

Withdrawal Fee: The amount that we charge for a withdrawal transaction. This charge is currently \$0, and will not exceed \$25.

Transfer Charge: The amount that we charge for each transfer after the first 12 free transfers in any Certificate Year. This charge is currently \$0, and will not exceed \$25.

Table of Surrender Charges: This table is bracketed in order to accommodate a change in both the duration and the percentage of the charge. The surrender charge varies by issue age, sex, risk class and death benefit option. It is an amount that ranges from \$0 to \$60 per thousand of face amount. Should we make a change to the duration and/or the amount of the charge it would be for new issues only and could range from 0 to 25 years.

Page 5

Certificate Number: The unique number for each certificate will appear in this field.

Premium Allocation:

The various investment options and fixed accounts and premium allocation percentages chosen by the owner will be listed in this field in order to accommodate varying selections by the certificateholders.

Rider Information

This descriptive language that appears below each heading is bracketed for two reasons. First, the current text will only appear if the riders that appear on the sample schedule page have been elected by the owner. If no riders have been elected by the owner this page will not appear. Second, it is bracketed to indicate that additional riders or endorsements may be added in the future. Any new riders or endorsements that we plan to use with this form will be filed separately and not used until approved. The following descriptions apply to the Rider Charges for the riders listed on this page.

08SPOR – C - Survivor Insurance Purchase Option Rider Charge: The rider charge for 08SPOR varies by each insured's issue age, sex, risk class, and face amount.

08LTRJE – C - Individual Level Term Rider Charge: The rider charges for 07LTR include a cost of insurance charge (which varies by issue age, sex, risk class, and duration) and a monthly coverage charge. Maximum charges can be found in the rider form.

07ASVR – C - Alternate Surrender Value Rider Charge: The monthly rider charge for 07ASVR varies by each insured's issue age, sex, risk class, and benefit period elected by the owner.

06NLGR – C - No Lapse Guarantee Rider Charge: There is no charge for the 06NLGR rider.

06OLR – C - Overloan Protection Rider Charge: The rider charge for 06OLR is a flat percentage that is assessed only upon exercise of the rider.

08JPEOR – C - Joint Life Certificate Exchange Option Rider Charge: There is no charge for the 08JPEOR rider.

07DPR – C - Disability Payment of Specified Premium Rider Charge: The rider charge for 06DPR varies by each insured's issue age, sex, risk class, and the specified rider benefit amount.

Page 6

Certificate Number: The unique number for each certificate will appear in this field.

Table of Values

Minimum Face Amount: The minimum face amount allowed under the certificate will appear in this field. Should we change this amount it would be for new issues only and could range from \$25,000 to \$500,000.

Minimum Face Amount Decrease: The minimum amount that the face amount may be decreased will appear in this field. Should we change this amount it would be for new issues only and could range from \$10,000 to \$50,000.

Minimum Premium Payment: The minimum amount that may be paid as a premium will appear in this field. Should we change this amount it would be for new issues only.

Maximum Annual Premium: The maximum total premium amount that may be paid into the certificate in any year will appear in this field. Should we change this premium amount it would be for new issues only and could range from \$25,000 to \$10,000,000.

Guaranteed Interest Account Minimum Interest Rate: This field is bracketed to indicate that it could change for new issues only. Should we change this interest rate it could range from 1% to 4%.

GIA Weekly Transfer and Premium Limit: The maximum cumulative amount that may be transferred to the non-loaned GIA during any one week period will appear in this field. Should we change this amount it would be for new issues only and could range from \$250,000 to \$500,000.

GIA Yearly Transfer and Premium Limit: The maximum cumulative amount that may be paid and/or transferred to the non-loaned portion of the GIA over the period of one year will appear in this field. Should we change this amount it would be for new issues only and could range from \$1,000,000 to \$2,000,000.

Long Term Guaranteed Interest Account Minimum Interest Rate: This field is bracketed to indicate that it could change for new issues only. Should we change this interest rate it could range from 1% to 4%.

LT - GIA Weekly Transfer and Premium Limit: The maximum cumulative amount that may be transferred to the GIA during any one week period will appear in this field. Should we change this amount it would be for new issues only and could range from \$250,000 to \$500,000.

LT - GIA Yearly Transfer and Premium Limit: The maximum cumulative amount that may be paid and/or transferred to the non-loaned portion of the GIA over the period of one year will appear in this field. Should we change this amount it would be for new issues only and could range from \$1,000,000 to \$2,000,000.

Minimum Loan Amount: The minimum amount that may be taken as a loan upon each loan request will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Loan Interest Credited Rate: The interest rate credited to the loaned portion of the GIA. This rate will never be less than the Loan Interest Rate in effect less 2% nor greater than the Loan Interest Rate in effect.

Loan Interest Rate: The maximum loan interest rate will appear in this field. Should we change the rate it would be for new issues only and could range from 3% to 10%.

Maximum Loan Value: The percentage of the surrender value available as a loan will appear in this field. Should we change the percentage it would be for new issues only and could range from 75% to 100%.

Withdrawal Date: The date upon which the owner may begin to take withdrawals will appear in this field. Should we change this date it would be for new issues only.

Minimum Withdrawal Amount: The minimum amount that may be withdrawn from the certificate upon each withdrawal will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Persistency Bonus Start Date: The date upon which a persistency bonus may be applied to the certificate will appear in this field. Should we change this date it would be for new issues only.

Persistency Bonus Percentage: The percentage of non-loaned certificate value that will be credited to the certificate starting on the persistency bonus start date will appear in this field. Should we change this percentage it would be for new issues only and could range from 0% to 1.00%.

Death Benefit Option Change Date: The date upon which the owner may change the Death Benefit Option chosen at issue will appear in this field. Should we change this date it would be for new issues only.

Maximum Death Benefit Option C Increase Amount: The maximum value of the Death Benefit Option C Increase Amount will appear in this field. This is the minimum of a percentage of the face amount at issue (currently 250%) and a dollar amount. Should we change this amount it would be for new issues only.

Reduction of Face Amount Date: The date upon which the owner may reduce the face amount will appear in this field. Should we change this date it would be for new issues only.

Minimum DCA Transfer Amounts:

Monthly: The minimum amount that may be transferred under the DCA program per month will appear in this field. Should we change this amount it would be for new issues only and could range from \$25 to \$50.

Quarterly: The minimum amount that may be transferred under the DCA program per quarter will appear in this field. Should we change this amount it would be for new issues only and could range from \$75 to \$150.

Semi-Annual: The minimum amount that may be transferred under the DCA program semi-annually will appear in this field. Should we change this amount it would be for new issues only and could range from \$150 to \$300.

Annual: The minimum amount that may be transferred under the DCA program per year will appear in this field. Should we change this amount it would be for new issues only and could range from \$300 to \$600.

Page 7

Certificate Number: The unique number for each certificate will appear in this field.

Section 2: Table of Rates

Minimum Death Benefit Percentages & Maximum Monthly Cost of Insurance Rate Table:

The minimum Death Benefit percentages shown will be those percentages used to comply with the life insurance qualification test chosen by the owner.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **08JE – M (Flexible Premium Joint Variable Universal Life Insurance Master Contract)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Cover Page

Contract Number: The unique number for each contract will appear in this field.

Contract Owner: The owner will appear in this field.

Date: The date the contract was issued will appear in this field.

State of Issue: The state in which the contract is issued will appear in this field.

Plan: The name of the plan will appear in this field.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

Each address on this page as well as the Customer Service telephone number are bracketed to indicate that they may change in the future.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **08LTRJE – C (Individual Level Term Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Certificate Number: The unique number for each certificate will appear in this field.

Insured(s): The name(s) of the insured or joint insureds which will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Level Term Amount: The amount of level term insurance chosen by the owner at issue will appear in this field. This amount may range from \$25,000 to \$35,000,000.

Maximum Level Term Face Amount: The maximum amount of level term insurance that may be chosen by the owner will appear in this field. Should we change this amount it would be for new issues only and could range from \$2,000,000 to \$35,000,000.

Minimum Level Term Face Amount: The minimum amount of level term insurance that may be chosen by the owner will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 or “None”, as it would appear in the form, to \$100,000.

Maximum Level Term Coverage Charge: The maximum monthly per thousand load that we charge will appear in this field. This charge varies by issue age, sex, risk class, and level term face amount at issue.

Maximum Level Term Cost of Insurance Charge: This field is bracketed to accommodate a change in the number of the section of the base certificate which contains the maximum monthly rates.

Page 2

The officer’s signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **08JPEOR – C (Variable Joint Life Certificate Exchange Option Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Certificate Number: The unique number for each certificate will appear in this field.

Insured(s): The name(s) of the insured or joint insureds which will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Processing Fee: The amount that we charge when the exchange option is elected . This charge is currently \$100. Should we change the amount of this fee it would be for new issues only.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **08SPOR – C (Survivor Insurance Purchase Option Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Certificate Number: The unique number for each certificate will appear in this field.

Insured(s): The name(s) of the insured or joint insureds which will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **06NLGR-C (No Lapse Guarantee Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Certificate Number: The unique number for each certificate will appear in this field.

Insured(s): The name(s) of the insured or joint insureds which will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Initial No Lapse Premium: The no lapse premium at issue of the rider. This premium varies by issue age, sex, risk class, and face amount at issue.

Effective Annual Rate: The interest rate used in the Total Cumulative Premium Test. This percentage will. Should we change this rate it would be for new issues only and could range from 0% to 10%. For each rider, the percentage will not change while the rider is in force.

Page 2

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **06OLR - C (Overloan Protection Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Certificate Number: The unique number for each certificate will appear in this field.

Insured: The name of the insured will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Certificate Debt Percentage: This field is bracketed in 2 places in order to accommodate a change in the minimum percentage of Account Value required to exercise this rider. Currently, the percentage is 96%. Should we change this percentage it would be for new issues only and could range from 75% to 99%.

Age: This field is bracketed in order to accommodate a change in the minimum age(s) of the insured(s) required to exercise this rider. Currently, the age is 65. Should we change this age it would be for new issues only and could range from 50 to 99.

Certificate Years: This field is bracketed in order to accommodate a change in the number of years the certificate must have been in force to exercise this rider. Currently, the number of years is 15. Should we change this number it would be for new issues only and could range from 10 to 25.

Face Amount Percentage: This field is bracketed in order to accommodate a change in the percentage used to determine the new face amount upon exercise of this rider. Currently, the percentage is 101%. Should we change this percentage it would be for new issues only and could range from 101% to 125%.

Page 2

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **07DPR – C (Disability Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Policy Number: The unique number for each policy will appear in this field.

Covered Insured: The name of the insured will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Specified Annual Amount: The amount chosen by the owner that will be credited to the policy will appear in this field. This is the total amount that may be credited per year.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **07ASVR-C (Alternate Surrender Value Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Certificate Number: The unique number for each certificate will appear in this field.

Insured: The name of the insured will appear in this field.

Alternate Surrender Value Percentage: If the applicant has elected the Alternate Surrender Value Rider, there will be an ASV Percentage (currently set at 100%) that will appear in this field. This field is bracketed to indicate that we may change this amount in the future for new issues only. The range of variability for the percentage is set at 70% to 100%. The use of variability for the ASV Percentage shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Alternate Surrender Value Premium Percentage: If the applicant has elected the Alternate Surrender Value Rider, there will be an ASV Premium Percentage (currently set at 100%) that will appear in this field. This field is bracketed to indicate that we may change this amount in the future for new issues only, for each rider, the percentage will not change while the rider is in force. The range of variability for the percentage is set at 70% to 100%. The use of variability for the ASV Premium Percentage shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Page 2

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **OL4312G (Multi Life Application)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Company Name: The name of the company has been bracketed to indicate that this application could be used with a different company affiliated with Phoenix.

Company Address: Each address on this page is bracketed to indicate that they may either change or an additional address may be added in the future.

Page 2

Section III – Ownership

C. Trust (State Where Trust Established): This box is bracketed to indicate that it may or may not appear on the form. If it does appear on the form the text that appears in the box will be identical to the text that appears in the bracketed box.

E. Corporation (State Incorporated): This box is bracketed to indicate that it may or may not appear on the form. If it does appear on the form the text that appears in the box will be identical to the text that appears in the bracketed box.

F. Other: This box is bracketed to indicate that it may or may not appear on the form. If it does appear on the form the text that appears in the box will be identical to the text that appears in the bracketed box.

Section V - Plans of Insurance

The text in this section is bracketed to indicate that if certain riders, features or plans of insurance are no longer offered that they will not appear on this form. It is also bracketed to indicate that other plans of insurance, riders and features may be added to this form. However, no plans of insurance or riders will be added to this form unless they have been previously approved by your Department.

Section VII - Telephone/Electronic Authorization

The word “Electronic” has been bracketed to indicate that the option to authorize instructions electronically may not always be available.

Section X - Premium Payment

The different payment options have been bracketed to indicate that either all of the options may not be available or that additional payment options may be added.

In addition the minimum amount that may be paid as a monthly premium under the Phoenix Check-O-Matic option will appear in this field. Should we change this amount it would be for new issues only.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **OL4313G (Other Insured Supplement)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Company Name: The name of the company has been bracketed to indicate that this application could be used with a different company affiliated with Phoenix.

Company Address: Each address on this page is bracketed to indicate that they may either change or an additional address may be added in the future.

Section II - Plans of Insurance - Riders and Features

The text in this section is bracketed to indicate that if certain riders, features or plans of insurance are no longer offered that they will not appear on this form. It is also bracketed to indicate that other plans of insurance, riders and features may be added to this form. However, no plans of insurance or riders will be added to this form unless they have been previously approved by your Department.



Joseph Bonfitto -

State Compliance Associate

Life & Annuity State Compliance Office

One American Row Hartford, CT 06102-5056

(860) 403-6308 Fax: (860) 403-7252

Toll Free: 1-800-349-9267 (press 2, then 1)

Email: Joseph.Bonfitto@phoenixwm.com

September 19, 2008

Mr. Joe Musgrove
Department of Insurance
State of Arkansas
1200 West Third Street
Little Rock, Arkansas 72201

Re: **PHL Variable Insurance Company**

NAIC #: 93548, FEIN #: 06-1045829

For Approval Purposes

Form 08JE - M	Flexible Premium Joint Variable Universal Life Insurance Master Contract
Form 08JE - C	Flexible Premium Joint Variable Universal Life Insurance Certificate
Form JESP - 1 - C	Flexible Premium Joint Variable Universal Life Insurance Schedule Pages
Form 08LTRJE - C	Level Term Rider
Form 08SPOR - C	Survivor Insurance Purchase Option Rider
Form 08JPEOR - C	Joint Life Policy Exchange Option Rider
Form 06OLR-C	Overloan Protection Rider
Form 06NLGR-C	No Lapse Guarantee Rider
Form 07DPR-C	Disability Benefit Rider
Form 07ASVR-C	Alternate Surrender Value Rider
Form OL4312G	Multi Life Application for Certificate of Life Insurance
Form OL4313G	Other Insured Supplement

Dear Mr. Musgrove:

We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, and positioning. These forms are new and are not intended to replace existing forms. The forms will be effective on the date of approval.

Master contract form 08JE – M, will be issued to eligible groups as authorized by the laws of your state, including qualifying financial institutions or the trustee(s) of a trust established or participated in by one or more such organizations. Qualifying financial institutions presently include banks and other depository institutions, mutual funds, issuers of credit cards, licensed broker/dealers, insurer-affiliated broker/dealers, and may be expanded to other qualifying entities. The group may be situated in any jurisdiction that permits this type of group and where we have received all necessary regulatory approvals.

The certificate, form 08JE – C, will be issued to customers of qualifying financial institutions. When the financial institution is situated in your state, the enclosed group annuity contract will be issued to the financial institution, and the enclosed certificate will be issued to its customers who are located in your state, as well as to group members located in other states that do not exercise extraterritorial jurisdiction.

When the group is situated in other states, certificates issued in that situs state will be issued to group members in your state.

Certificate Form **08JE - C** is a Flexible Premium Joint Variable Universal Life Insurance Certificate. It will pay a death benefit when the first insured person dies. This certificate will use 2001 CSO Mortality Tables. The issue age range for this certificate as well as the minimum surrender values and reserves are specified in the enclosed actuarial memorandum.

Form **JESP - 1 - C**, the certificate schedule pages, will be used with form 08JE - C and set forth essential product information, such as fees and charges, contract minimums and maximums, interest rates and investment options.

This submission, including charges and other values, is for specimen purposes only. Other scenarios, such as substandard, lump sum premium payments, election of riders, etc., may generate additional text information in the specifications and tables section of the certificate schedule pages (**JESP- 1 - C**). An actuarial memorandum is enclosed for this certificate form and includes further details regarding product features.

The **Level Term Rider, form 08LTRJE - C**, provides a benefit to the certificate owner by providing additional coverage to the base certificate. There are monthly charges for this rider.

The **Survivor Insurance Purchase Option Rider, form 08SPOR - C**, provides guaranteed insurability to the surviving insured(s) to purchase a new joint life certificate for a face amount no greater than the original certificate upon the first death. There are monthly charges for this rider.

The **Joint Life Policy Exchange Option Rider, form 08JPEOR - C**, permits the certificate owner to exchange the joint variable universal life certificate for single variable universal life certificates on each of the insureds, where the total face amount under the new certificates is no greater than that under the original joint life certificate. There is no charge for this rider.

The **Overloan Protection Rider, form 06OLR-C**, provides a feature that, if exercised by the participant, will allow the certificate to stay in force when substantial loans would otherwise cause the certificate to lapse. This rider will automatically attach to the certificate and be shown in the schedule pages. There is no charge for this rider unless the benefit that it provides is elected by the certificate holder.

The **No Lapse Guarantee Rider, form 06NLGR-C**, provides an alternate method of keeping the certificate in force if sufficient cumulative premiums have been paid. This rider will automatically attach to the certificate if the death benefit is option A at issue. This rider will not be part of the certificate, nor may it be elected later, if the death benefit is not option A at issue. There is no charge for this rider.

The **Disability Benefit Rider, form 07DPR-C**, provides that upon the total disability of the covered insured we will credit to the certificate on each monthly calculation date 1/12th of the rider's specified annual amount. The Annual Specified Amount is selected by the applicant for insurance, and is subject to our review and agreement. The monthly charge for this rider is shown in the Schedule Pages.

The **Alternate Surrender Value Rider, form 07ASVR-C**, provides an enhanced surrender benefit upon the surrender of the certificate. The monthly charge for this rider is shown in the Schedule Pages.

For a more detailed description including the issue age range for the enclosed riders please see the enclosed actuarial memorandum.

The above referenced riders may be offered with new issues of our life insurance certificates that have been previously and subsequently approved by your Department.

In addition to those riders included with this submission other riders, addendums, insert pages, and endorsements, including those subsequently approved, may also be made available with this certificate. When riders are elected, they will be referenced in the certificate schedule pages as will any table of charges associated with a rider unless such table appears in the rider itself.

The **Multi Life Application for Certificate of Life Insurance, form OL4312G**, has been designed for use with both Variable Life and Universal Life Insurance Certificates, such as the one included with this submission, and may be used with any Universal Life Insurance or Variable Life Insurance Certificates

that have been previously approved by your Department and any Universal Life Insurance or Variable Life Insurance Certificates that we develop in the future.

The **Other Insured Supplement, form OL4313G**, allows for the addition of an additional insured on a multiple life certificate. This form may be used with all of our current and future life insurance certificates that have been previously approved by your Department.

Text ordinarily bracketed appears in the schedule pages of the certificate and the rider forms. See the attached actuarial memorandum and Statement of Variability for a more complete description.

Flesch Test: We have not included any Flesch score or Readability Certificate for these forms as state readability requirements generally exempt insurance products filed as securities under Federal Securities Laws.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860/403-6308, by fax at (860) 403-7252 or by e-mail at joseph.bonfitto@phoenixwm.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joseph A. Bonfitto", written in a cursive style.

Joseph A. Bonfitto
Compliance Associate